

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Chris T. Zimmerle	06/13/2006
RECEIVING PARTY DATA	
Name:	Bayer Healthcare LLC
Street Address:	511 Benedict Avenue
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10595241
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	38484-166 (BYRK-035)
NAME OF SUBMITTER:	Elizabeth E. Kim
Total Attachments: 3 source=SDOC6009#page1.tif source=SDOC6009#page2.tif source=SDOC6009#page3.tif	

CH \$40.00 10595241

ASSIGNMENT

Whereas I, the undersigned,

Chris T. Zimmerle, a citizen of the US, residing at 58613 Glenriver Drive, Goshen, IN 46528, USA;

hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled

Precision Correction of Reflectance Measurements

identified as Attorney Docket No. **38484-166 (BYRK-035)**, which application was filed on March 29, 2006, and assigned Application No. **10/595,241**.

Whereas, **Bayer HealthCare LLC**, having an office and a place of business at 511 Benedict Avenue, Tarrytown, NY 10591, USA, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservation:

1. Assign, transfer and convey to Assignee my entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, and any and all other applications for Letters Patent or the like on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation, reissue and international applications, whether filed directly or under any international treaty or convention (including the Patent Cooperation Treaty and Paris Convention), that are based in whole or in part upon said inventions or discoveries, or upon said applications or Letters Patent or the like, including reissues, reexaminations, and extensions of any Letters Patent or the like granted for said inventions and discoveries or upon said applications, Letters Patent or the like, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and any of said Letters Patent or the like;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, in the United States or internationally, whether filed directly or under any international treaty of convention (including the Patent Cooperation Treaty and Paris Convention);

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments and agencies to issue or

PATENT
ATTORNEY DOCKET: 38484-166 (BYRK-035)

transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that I have not conveyed to others any right, title or interest in or to said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right and title to assign the same to Assignee without encumbrance;

5. Designate Assignee as my special attorney in fact, but only for the purposes of lawfully preparing and executing any documents and taking all other reasonable and necessary actions to secure, protect and maintain the rights assigned herein and to otherwise prosecute, protect, maintain and commercially exploit any and all patent applications, patents and the like, whether foreign or domestic, flowing from this Assignment, including, but not limited to signing declarations, petitions and oaths required therefore;

6. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonably serving to assure that the inventions and discoveries, the patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs, legal representatives or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN WITNESS WHEREOF, I hereunto set my hand and seal on the day and year hereinafter noted.

Chris T. Zimmerle
Chris T. Zimmerle

State of INDIANA)
County of EKhart) ss.

Before me this 13 day of JUNE, year of 2006, personally appeared **Chris T. Zimmerle**, who is to me personally known, and acknowledged the foregoing instrument to be his free act and deed.

Elizabeth A. Gattis
Notary Public
Expires July 20, 2011

Seal