

Form PTO-1595 (Rev. 08/05)
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Page A. Erickson, Michael R. Everman, Michael S. Bell, Kevin S. Edberg, Matthew M. Botke

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 21, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Celerus Diagnostics, Inc.

Internal Address: _____

Street Address: 6950 Hollister Ave., Suite 104

City: Goleta

State: CA

Country: US Zip: 93117

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

PCT/US06/15269

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Luke Santangelo

Internal Address: Santangelo Law Offices, P.C.

Street Address: 125 South Howes Third Floor

City: Fort Collins

State: CO Zip: 80521

Phone Number: (970) 224-3100

Fax Number: (970) 224-3175

Email Address: _____

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

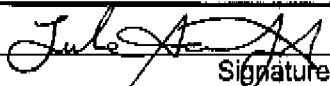
8. Payment Information

a. Credit Card Last 4 Numbers 4327
 Expiration Date 07/2006

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

June 28, 2006
 Date

Luke Santangelo, USPTO Reg. 31,997

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 US0615269

700273095

PATENT
REEL: 017873 FRAME: 0617

Facsimile Number: (571) 273-0140

**IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE
PCT BRANCH**

In Re the Application of: Celerus Diagnostics, Inc. *fka* IHC Stat, Inc.

Inventors: Page A. Erickson, Michael R. Everman, Michael S. Bell, Kevin S. Edberg, Matthew M. Botke

International Application Number: PCT/US06/15269

International Filing Date: 21 April 2006

Original US Application: 60/673,468

Earliest Priority Date: 21 April 2005

Title: Parallel Processing Fluidic Method And Apparatus For Automated Rapid Immunohistochemistry

Receiving Office: RO/US

Attorney Docket: CelerusRePCT

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is made effective as of the 21 day of April, 2006, between and among Page A. Erickson, Michael R. Everman, Michael S. Bell, Kevin S. Edberg, and Matthew M. Botke, whose addresses are:

Page A. Erickson
7090 Scripps Crescent Street
Goleta, CA 93117
US

Michael R. Everman
3822 Crescent Drive
Santa Barbara, CA 93110
US

Michael S. Bell
113 Las Ondas
Santa Barbara, CA 93109
US

Kevin S. Edberg
5278 Louisiana Place
Santa Barbara, CA 93111
US

Matthew M. Botke
2511 Bonmark Dr.
Ojai, CA 93023
US

(individually and collectively the "Assignor" or "Assignors") and Celerus Diagnostics, Inc., having its principal office at: 6950 Hollister Ave., Suite 104, Goleta, CA 93117, US (the "Assignee").

WHEREAS, the Assignors have each contributed to some degree in conceiving or developing technology relating to parallel processing fluidic method and apparatus for automated rapid immunohistochemistry including, but not limited to, the technology initially described or indicated in the application identified by the caption listed above, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of the Assignee, or its subsidiaries, affiliates, or related parties, and to improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS, each Assignor, either by him/herself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, each Assignor acknowledges all his/her right, title and interest in any and all patent rights and any other proprietary rights in the Invention was vested in the Assignee; and

WHEREAS, each Assignor desires to formalize his/her obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he/she has any such rights worldwide; and

WHEREAS, each Assignor acknowledges his/her obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights in the Invention, to Assignee;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Each Assignor warrants that:
 - a. he/she has the authority to assign all right, title, and interest originated now or hereafter by him/her involving the Invention;

- b. he/she has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
 - c. to the extent any Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he/she has the authority to act as agent for such an entity and to fully transfer such rights; and
 - d. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any other's coinventorship.
2. Each Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:
- a. all such worldwide rights to make, use, and sell the Invention;
 - b. all rights to make, own, and control any applications for United States or foreign patents relating to or based upon the Invention, including, but not limited to: all rights to the above-identified application, all rights to make any claim for any priority to which such applications may be entitled, all rights to any continuing application(s), divisional application(s), substitution application(s), continuation application(s), continuation-in-part application(s), national phase application(s), regional phase application(s), foreign application(s); and all patents which may be granted thereon; and all reissues, extensions, or other related rights related thereto;
 - c. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;
 - d. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and
 - e. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.
3. Each Assignor acknowledges a legal and equitable obligation to assign to the Assignee any and all patent rights and any other proprietary rights related to the Invention to the extent conceived (even if later reduced to practice) or developed while he/she is an employee or consultant of the Assignee or its subsidiaries, affiliates, or related parties, and covenants that

SIGNATURES:

Page A. Erickson
Page A. Erickson

Date of Assignment Signature: 4-21-06
Date of Execution of Application: 4-21-06
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF _____)ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me in the County of _____, State of _____, United States of America, by Page A. Erickson, this ____ day of _____, 2006.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of _____.

Notary Public
Address (Required) _____

My Commission Expires: _____


Michael S. Bell

Date of Assignment Signature: 4-21-06
Date of Execution of Application: 4-21-06
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF _____)ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me in the County of _____, State of _____, United States of America, by Michael S. Bell, this _____ day of _____, 2006.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of _____.

Notary Public
Address (Required) _____

My Commission Expires: _____

Matthew M. Botke
Matthew M. Botke

Date of Assignment Signature: 4/21/06
Date of Execution of Application: 4/21/06
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF _____)ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me in the County of _____, State of _____, United States of America, by Matthew M. Botke, this ____ day of _____, 2006.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of _____.

Notary Public
Address (Required) _____

My Commission Expires: _____

Facsimile Number: (571) 273-0140

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE
PCT BRANCH

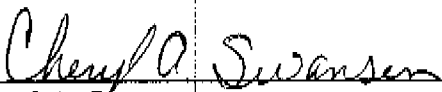
International Application Number: PCT/US06/15269
International Filing Date: 21 April 2006
In Re the Application of: Celerus Diagnostics, Inc. *fka* IHC Stat, Inc.
Inventors: Page A. Erickson, Michael R. Everman, Michael S. Bell,
Kevin S. Edberg, Matthew M. Botke
Title: Parallel Processing Fluidic Method And Apparatus For
Automated Rapid Immunohistochemistry
Receiving Office: RO/US
Attorney Docket: CelerusRePCT

CERTIFICATE OF FACSIMILE TRANSMITTAL

I, Cheryl A. Swanson, hereby certify to the truth of the following items:

1. I am an employee of Santangelo Law Offices, P.C., 125 South Howes, Third Floor, Fort Collins, Colorado 80521.
2. I have this day transmitted the attached Letter of Facsimile Transmittal; an Assignment of Patent Rights; a Recordation Cover Sheet; a Credit Card Payment Form authorizing a credit card payment in the amount of \$40.00 for the recordation fee; and Certificate of Facsimile Transmittal via Facsimile Number (571) 273-0140, Attention Assignment Recordation Services, United States Patent and Trademark Office.

Dated this 28th day of June, 2006.


Cheryl A. Swanson

SANTANGELO Law Offices, P.C.

125 S. Howes, 3rd Floor
Fort Collins, CO 80521
(970) 224-3100 FAX (970) 224-3175
e-mail ideas@IdeaAssetGroup.com

FACSIMILE TRANSMISSION

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

TO: Assignment Recordation Services **FAX:** (571) 273-0140

FROM: Luke Santangelo, USPTO Reg. No. 31,997

DATE: June 28, 2006 **Attorney Docket:** CelerusRePCT

TOTAL PAGES: 15 (including this cover page) X Facsimile Filing

LETTER OF FACSIMILE TRANSMITTAL

International Application Number: PCT/US06/15269
International Filing Date: 21 April 2006
In Re the Application of: Celerus Diagnostics, Inc. *fka* IHC Stat, Inc.
Inventors: Page A. Erickson, Michael R. Everman, Michael S. Bell,
Kevin S. Edberg, Matthew M. Botke
Title: Parallel Processing Fluidic Method And Apparatus For
Automated Rapid Immunohistochemistry
Receiving Office: RO/US
Attorney Docket: CelerusRePCT

Enclosed for filing in the above application please find the following:

1. This Letter of Facsimile Transmittal (2 pages);
2. Assignment of Patent Rights (10 pages) along with a Recordation Cover Sheet (1 page);
3. a Credit Card Information Sheet authorizing a credit card payment in the amount of \$40.00 for the filing fee (1 page); and
4. Certificate of Facsimile Transmittal (1 page).

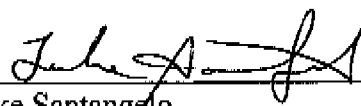
Please confirm receipt of the documents by return facsimile indicating the date of receipt and application number.

I have this 28th day of June, 2006, either myself or through my direction of staff at this office, forwarded all of the items in the above Letter of Transmittal via Facsimile Number (571) 273-0140, Attention Assignment Recordation Services.

Dated this 28th day of June, 2006.

Respectfully Submitted,
SANTANGELO LAW OFFICES, P.C.

By:



Luke Santangelo
Attorney for Assignee
USPTO Reg. No. 31,997
125 South Howes, Third Floor
Fort Collins, CO 80521
(970) 224-3100

Assign-fax-xmt