

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alok Srivastava	07/18/2006
Wayne U. Wang	07/13/2006
Michael Miller	07/13/2006
Brett P. Masters	07/13/2006
Mark Lundstrom	07/06/2006
RECEIVING PARTY DATA	
Name:	BioScale, Inc.
Street Address:	75 Sidney Street
Internal Address:	3rd Floor
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11416789
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-526-9600
Email:	sallen@proskauer.com
Correspondent Name:	Proskauer Rose LLP
Address Line 1:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	BIO-003CP1
NAME OF SUBMITTER:	Sandra A. Brockman-Lee

CH \$40.00 11416789

PATENT

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REEL: 018270 FRAME: 0306

Total Attachments: 5

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ASSIGNMENT

WHEREAS, We, Alok Srivastava, Wayne U. Wang, Michael Miller, Brett P. Masters and Mark Lundstrom have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

Methods and Apparatus for Detection of Analyte Using an Acoustic Device

and identified by

☐ Attorney Docket No. BIO-003CP1 and/or executed by us on even date herewith and about to be filed in the United States Patent Office;

☒ Serial No. 11/416,789 filed in the United States Patent Office on May 2, 2006 and

WHEREAS, BioScale, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware and having a usual place of business at 75 Sidney Street, 3rd Floor, Cambridge, Massachusetts 02139 desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

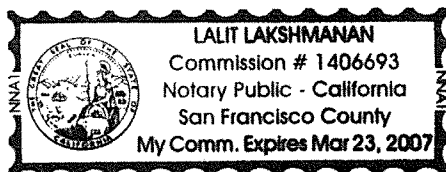
IN TESTIMONY WHEREOF, we have hereunto set our hands-and affixed our seals on the date(s) set forth below.


Inventor:


Alok Srivastava

State/Commonwealth of CALIFORNIA)
County of SAN FRANCISCO) ss

On this 18th day of JULY, 2006, before me, the undersigned notary public, personally appeared ALOK SRIVASTAVA, proved to me through satisfactory evidence of identification, which were CA DL D6356952, to be the person whose name is signed on the preceding or attached document in my presence.




Notary Public
My Commission Expires: MAR 23, 2007

Inventor:

Wayne U. Wang

State/Commonwealth of _____)
County of _____) ss

On this ____ day of _____, 2006, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My Commission Expires: _____

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands-and affixed our seals on the date(s) set forth below.

Inventor: _____
Alok Srivastava

State/Commonwealth of _____)
County of _____) ss

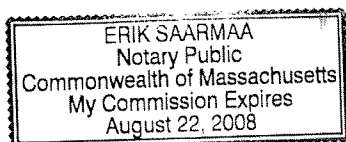
On this ____ day of _____, 2006, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My Commission Expires: _____

Inventor: _____
Wayne W. Wang

State/Commonwealth of _____)
County of _____) ss

On this 13th day of July, 2006, before me, the undersigned notary public, personally appeared Wayne W. Wang, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding or attached document in my presence.



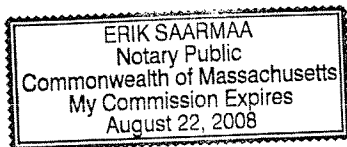
Notary Public
My Commission Expires: August 22, 2008

Inventor:

Michael Miller
Michael Miller

State/Commonwealth of)
County of) ss

On this 13th day of July, 2006, before me, the undersigned notary public,
personally appeared Michael Miller, proved to me through satisfactory
evidence of identification, which were personally known to me, to be the person whose
name is signed on the preceding or attached document in my presence.



[Signature]
Notary Public

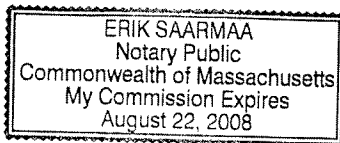
My Commission Expires: August 22, 2008

Inventor:

Brett P. Masters
Brett P. Masters

State/Commonwealth of)
County of) ss

On this 13th day of July, 2006, before me, the undersigned notary public,
personally appeared Brett P. Masters, proved to me through satisfactory
evidence of identification, which were personally known to me, to be the person whose
name is signed on the preceding or attached document in my presence.



[Signature]
Notary Public

My Commission Expires: August 22, 2008

Inventor:

Mark Lundstrom
Mark Lundstrom

State/Commonwealth of)
County of) ss

On this 6th day of July, 2006, before me, the undersigned notary public,
personally appeared Mark Lundstrom, proved to me through satisfactory
evidence of identification, which were personally known to me, to be the person whose
name is signed on the preceding or attached document in my presence.

[Signature]
Notary Public

My Commission Expires: August 22, 2008

