

09-11-2006

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

MATTER ID 49824



103304570

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)/Execution Date(s):**

John LOVELL  
Robert E. WEST

Execution Date(s) August 2, 2006 and July 28, 2006, respectively

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

**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Becton, Dickinson and Company

Internal Address: \_\_\_\_\_

Street Address: 1 Becton Drive

City: Franklin Lakes

State: New Jersey

Country: USA Zip: 07417-1880

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

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.  
A. Patent Application No.(s)  
11/430,179  
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Roylance, Abrams, Berdo & Goodman, L.L.P.

Internal Address: \_\_\_\_\_

Street Address: 1300 19th Street, NW

City: Washington

State: DC Zip: 20036

Phone Number: (202)659-9076

Fax Number: (202) 659-9344

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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number  
09/06/2006 SDENB001 00000031 11430179  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

September 5, 2006

Date

Michael E. Stimson

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**  
**REEL: 018271 FRAME: 0923**

ASSIGNMENT

Serial No.: 11/430,179  
Filed: May 9, 2006

1116 88<sup>th</sup> St  
North Bergen  
NJ  
JAF

*WHEREAS, Robert E. WEST and John LOVELL, residing at 66 Lake Road, Basking Ridge, New Jersey and ~~840 River Road, #501, Edgewater, New Jersey,~~ respectively, citizens of the United States of America (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to:*

METHOD AND APPARATUS FOR DISPENSING DIAGNOSTIC TEST STRIPS

*for which they have executed a Declaration for an application for Letters Patent of the United States of America; and*

*WHEREAS, BECTON, DICKINSON AND COMPANY, a corporation of New Jersey, (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest therein.*

*NOW, THEREFORE, BE IT KNOWN that for and in consideration of the premises and in acknowledgment, confirmation and performance of obligations which arose out of the terms and conditions of Assignors' employment by Assignee at the time the invention was made, and other valuable considerations to them, the receipt and sufficiency of which are hereby acknowledged, Assignors have assigned, and transferred, and do hereby assign, and transfer unto said Assignee the entire right, title, and interest in and to all said inventions and discoveries disclosed in said application, whose identification above by serial number and filing date, when available, is hereby authorized, and in and to said application, all substitutions, divisions, provisionals, conversions of provisionals and continuations or continuations-in-part, thereof, and in and to all Letters Patents, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; and*

*Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue said Letters Patent in accordance with this Agreement; and*

*For the consideration aforesaid, Assignors covenant and agree with said Assignee that they have a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns; and*

*For the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection of the inventions and discoveries or that may be necessary to vest in Assignee the complete title to the inventions and discoveries and patents hereby conveyed and to enable it to record title.*

*IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals on the date subscribed below.*

Robert E. WEST

DATE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

***BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public, personally appeared **Robert E. WEST**, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.*

*Notary Public*  
*My Commission Expires:*

*Doc. No.*

DATE: August 2, 2006

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

*Notary Public*  
*My Commission Expires:*

**PATENT**  
**REEL: 018271 FRAME: 0926**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

FULL NAME OF FIRST INVENTOR Robert E. WEST	
FIRST INVENTOR'S SIGNATURE	DATE:
RESIDENCE 66 Lake Road Basking Ridge, New Jersey United States	
CITIZENSHIP U.S.A.	
POST OFFICE ADDRESS 27 Bond Street, 2nd Floor Passaic Park, New Jersey United States	

\* Before signing this declaration each person signing must:

1. Review the declaration and verify the correctness of all information therein; and
2. Review the specification and the claims, including any amendments made to the claims.

<sp>ASSIGNMENT

Serial No.: 11/430,179  
Filed: May 9, 2006

**WHEREAS**, Robert E. WEST and John LOVELL, residing at 66 Lake Road, Basking Ridge, New Jersey and 840 River Road, #501, Edgewater, New Jersey, respectively, citizens of the United States of America (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to:

METHOD AND APPARATUS FOR DISPENSING DIAGNOSTIC TEST STRIPS

for which they have executed a Declaration for an application for Letters Patent of the United States of America; and

**WHEREAS**, BECTON, DICKINSON AND COMPANY, a corporation of New Jersey, (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest therein.

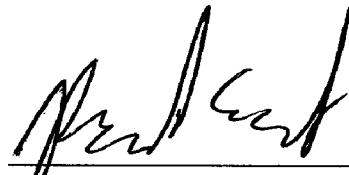
**NOW, THEREFORE, BE IT KNOWN** that for and in consideration of the premises and in acknowledgment, confirmation and performance of obligations which arose out of the terms and conditions of Assignors' employment by Assignee at the time the invention was made, and other valuable considerations to them, the receipt and sufficiency of which are hereby acknowledged, Assignors have assigned, and transferred, and do hereby assign, and transfer unto said Assignee the entire right, title, and interest in and to all said inventions and discoveries disclosed in said application, whose identification above by serial number and filing date, when available, is hereby authorized, and in and to said application, all substitutions, divisions, provisionals, conversions of provisionals and continuations or continuations-in-part, thereof, and in and to all Letters Patents, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; and

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue said Letters Patent in accordance with this Agreement; and

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For the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection of the inventions and discoveries or that may be necessary to vest in Assignee the complete title to the inventions and discoveries and patents hereby conveyed and to enable it to record title.

**IN TESTIMONY WHEREOF**, Assignors have hereunto set their hands and seals on the date subscribed below.



Robert E. WEST

DATE: 7/28/06

STATE OF New Jersey )  
COUNTY OF Bergen ) ss:

**BE IT REMEMBERED**, that on this 28 day of July, 2006, before me, a Notary Public, personally appeared **Robert E. WEST**, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.



Notary Public

My Commission Expires: 2/13/2008

Doc. No.

\_\_\_\_\_  
*John LOVELL*

DATE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) *ss:*

***BE IT REMEMBERED***, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public, personally appeared **John LOVELL**, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

\_\_\_\_\_  
*Notary Public*  
*My Commission Expires:*

*Doc. No.*