


Form PTO-1595	RECORDATION FORM COVER SHEET		U.S. Department of Commerce Patent and Trademark Office
PATENTS ONLY			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name(s) of conveying party(ies): Dade Behring, Inc Additional name(s) of conveying party(ies) attached? No	2. Name and address of receiving party: Third Wave Technologies, Inc. 502 South Rosa Road Madison, Wisconsin 53719 Additional name(s) & address(es) attached? No		
3. Nature of conveyance: ASSIGNMENT Execution Date: 06/29/2007			
4. Title of Invention: DETECTION OF NUCLEIC ACIDS BY TARGET-CATALYZED PRODUCT FORMATION Application number(s) or patent number(s): A. Patent Application No.(s): 09/440,363 B. Patent No.(s): Additional numbers attached? No			
5. Name and address of party to whom correspondence concerning document should be mailed: David A. Casimir MEDLEN & CARROLL, LLP 101 Howard Street, Suite 350 San Francisco, California 94105		6. Total number of applications and patents involved: 1	
		7. Total fee(s): \$40.00 Assignment recordation fee.	
		8. Deposit Account Authorization: The Commissioner is hereby authorized to charge any deficiency in the payment of the required fees, and/or credit any overpayment, to Deposit Account No. 08-1290 . An originally executed duplicate of this transmittal is enclosed for this purpose.	
DO NOT USE THIS SPACE			
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</i>			
Date: July 12, 2007		Signature: 	
		Name: David A. Casimir	
		Reg. No.: 42,395	
Total number of pages including cover sheet, attachments, and document: 3			

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ASSIGNMENT
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ASSIGNMENT

WHEREAS, Dade Behring Inc., a Delaware corporation having its principal place of business at 1717 Deerfield Rd, Deerfield, Illinois 60015, hereinafter referred to as "ASSIGNOR," owns by assignment certain inventions as described and set forth in the below-identified United States Letters Patents and applications for Patents:

U.S. Patent Nos. 6,121,001, 6,110,677 and US. Appl. Ser. No. 11/054,255 and any U.S. or foreign patents or patent applications rightfully claiming priority to the foregoing or to US. Appl. Ser. No. 08/363,169, filed December 23, 1994, including but not limited to:

PCT Application No. PCT/US95/16771, filed Dec. 22, 1995, and national phase applications thereof;
U.S. Application Ser. No. 08/691,627, filed Aug. 2, 1996, now issued as U.S. Pat. No. 5,792,614;
U.S. Application Ser. No. 09/015,949, filed Jan. 30, 1998, now issued as U.S. Pat. No. 6,110,677;
U.S. Application Ser. No. 09/440,363, filed Nov. 15, 1999, now issued as U.S. Pat. No. 6,121,001;
U.S. Application Ser. No. 09/608,721, filed June 30, 2000, now issued as U.S. Pat. No. 6,368,803;
U.S. Application Ser. No. 09/989,757, filed Nov. 20, 2001, now abandoned; and
U.S. Application Ser. No. 11/054,255, filed Feb. 9, 2005, pending.

WHEREAS, Third Wave Technologies, Inc, a Delaware corporation having its principal place of business at 502 South Rosa Road, Madison, Wisconsin 53719, hereinafter referred to as "ASSIGNEE," is desirous of acquiring the entire right, title and interest in said inventions, patents, and applications and in any Letters Patent(s) which may be granted on the same;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for and in consideration of agreements between the ASSIGNOR and the ASSIGNEE, and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned and transferred, and by these presents does sell, assign and transfer unto said ASSIGNEE, and ASSIGNEE's successors and assigns, all right, title and interest in and to said invention, said United States Letters Patents and applications for Patents, and any Letters Patent or Patents which may hereafter be granted on the same in the United States and all countries throughout the world, including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, or prolongations or extensions thereof, said interest to be held and enjoyed by said ASSIGNEE as fully and exclusively as it would have been held and enjoyed by said ASSIGNOR had this assignment and transfer not been made, to the full extent and term of any Letters Patent or Patents.

ASSIGNOR further agrees that ASSIGNOR binds itself, its successors and assigns, to execute and deliver to ASSIGNEE, its successors and assigns, any further documents or instruments and to do any and all further acts that may be reasonably necessary and reasonably within ASSIGNOR's control to vest in ASSIGNEE, its successors and assigns, the rights or title herein conveyed, or intended to be, to enable such title to be recorded, and to enable ASSIGNEE to prepare, file, prosecute, maintain, and enforce the intellectual property rights and title herein conveyed. Any and all reasonable, documented costs incurred by ASSIGNOR or its successors or assigns in connection with this paragraph shall be borne by ASSIGNEE.

IN TESTIMONY WHEREOF, ASSIGNOR has hereunto signed ASSIGNOR's name to this Assignment on the date indicated below.

DADE BEHRING, INC., ASSIGNOR

Robert Carpenter

By

Robert Carpenter

Name

Assistant Secretary

Title

6/29/2007

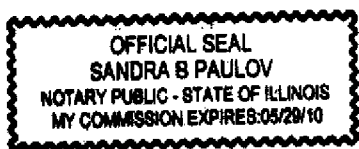
Date

PATENT
REEL: 019555 FRAME: 0398

STATE OF *ILLINOIS*)
)
COUNTY OF *Cook*) ss.

On this *29~~th~~* day of *JUNE*, in the year of *2007*, before me, the undersigned Notary Public or Witness, personally appeared the above-named ASSIGNOR, known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same.

SEAL



Sandra B. Paulov
NOTARY PUBLIC or WITNESS

MY COMMISSION EXPIRES: *5/29/2010*