# **JP \$40.00 1156**

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Howard Milne Chandler	08/17/2007

#### **RECEIVING PARTY DATA**

Name:	Quest Diagnostics Investments Incorporated			
Street Address:	300 Delaware Avenue			
City:	Wilmington			
State/Country:	DELAWARE			
Postal Code:	19899			

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11568382

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	054769-9981
NAME OF SUBMITTER:	Barry S. Wilson

#### Total Attachments: 4

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<u>PATENT</u>

REEL: 019812 FRAME: 0236

FORM PTO-1595 (modified)	U.S. DEPARTMENT OF COMMERCE
(Rev 6-93) RECORDATION FO	RM COVER SHEET Patent and Trademark Office
DATENT	SONLY
IAILIII	J ONL!
To the Director of the United States Patent and Trademark Office:	Please record the attached original documents or copies thereof.
Name of conveying party(ies):	Name and address of receiving party(ies):
Howard Milne Chandler	
Howard Millio Stiandio	
	Quest Diagnostics Investments Incorporated
	300 Delaware Avenue
	Wilmington, DE 19899
Additional conveying party(ies)	
3. Nature of conveyance:	
ASSIGNMENT	
Execution Date:	
August 17, 2007	Additional name(s) & address(es) attached? NO
4. Application number(s) or patent number(s):	
If this is being filed together with a new application, the exec	cution date of the application is:
A Datant Application Number(a):	P. Dotont Number(a)
A. Patent Application Number(s):	B. Patent Number(s):
11/568382	
Additional numbe  5. Name and address of party to whom correspondence	rs attached? NO
concerning document should be mailed:	6. Total number of applications/patents involved: <b>1</b>
Ŭ	7. Total fee (37 C.F.R. § 3.41): \$40.00
Richard J. Warburg	Check Enclosed
FOLEY & LARDNER LLP	Authorized to be charged to credit card
P.O. Box 80278	Authorized to be charged to deposit account
San Diego, California 92138-0278	8. Payment Information
	a. Credit Card Last 4 Numbers 0050
	Expiration Date 11/30/2008
	b. Deposit account number 19-0741
	Authorized User Name
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Statement and signature:	
	information is true and correct and any attached copy is a true
copy of the original document. The Commissioner is hereby as	uthorized to charge any additional recordation fees which may
be required in this matter to the above-identified deposit account	nt. A
Barry S. Wilson	- Will 09/11/2007
Name of person signing	Signature Date
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Total number of page	es including cover sheet, attachments, and document: 4

PATENT DLMR\_324336.1

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### ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Quest Diagnostics Investments Incorporated 300 Delaware Avenue Wilmington, DE 19899

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

## DEVICE AND METHOD FOR DETECTING THE PRESENCE OF HEMOGLOBIN IN A BIOLOGICAL SAMPLE

as	set	forth	in	this	United	States	Patent	Application

check one	beenhoud		executed	concurrently	herewith.
		)— formand	executed	on	,
	herenissed	X J	Serial No	. 11/568,382	Filed <u>4/29/2005</u>

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

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ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 12 day of Aug	u 5 €, 20 <u>ú</u> >.
, A	HOWARD MILNE CHANDLER
County of Cumberland)ss.	TO WARD WILLIE CHAINDLER
because) whose name(a) is are smoschhed to the millin lattice	(here insert name and title of the officer), nally known to me (or proved to me on the basis of satisfactory evidence) to be the ment and acknowledged to me that he/she/their on the instrument the person(s), or the entity upon behalf of which the person(s)  Notary Public
(Seal)	Charnette S. Chadwick

**RECORDED: 09/11/2007**