

TO U.S.P.T.O. ASSIGNMENT BRANCH

VIA FAX 571-273-0140

Attorney Docket No. 026693-002113US

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OMB No. 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
PATENTS ONLY

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)

Ciphergen Biosystems, Inc.

2. Name and address of receiving party(ies)

Name: Bio-Rad Laboratories, Inc.

Internal Address:

Street Address: 1000 Alfred Noble Drive

City: Hercules

State: CA

Country: US

Zip: 94547

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

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

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

Execution Date(s) November 12, 2006

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

See attached Schedule A

B. Patent No.(s)

See attached Schedule A

Additional numbers attached? Yes No

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

Name: Jennifer L. Wahlsten

Internal Address:

TOWNSEND AND TOWNSEND AND CREW LLP

Street Address: Two Embarcadero Center,
Eighth Floor

City: San Francisco

State: California Zip: 94111-3834

Phone Number: (415) 576-0200

Fax Number: (415) 576-0300

Email Address: jlwahlsten@townsend.com

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00

- 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 20-1430

Authorized User Name Townsend and

Townsend and Crew LLP

9. Signature: *Jennifer Wahlsten*

Signature

October 4, 2007

Date

Jennifer L. Wahlsten

Name of Person Signing Atty. Reg. No. 46,226

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

4

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, VA 22313-1450

CH \$280.00 201430 60054333

SCHEDULE A
PATENTS TO BE ASSIGNED

Patent Name/Subject	Patent No.	Ctry	Application Serial No.	Date of Filing
RETENTATE CHROMATOGRAPHY		US	60/054,393	Jun 20, 1997
RETENTATE CHROMATOGRAPHY		US	60/067,484	Dec 01, 1997
USE OF RETENTATE CHROMATOGRAPHY TO GENERATE DIFFERENCE MAPS	6,225,047	US	09/100,302	Jun 19, 1998
RETENTATE CHROMATOGRAPHY AND PROTEIN CHIP ARRAYS WITH APPLICATIONS IN BIOLOGY AND MEDICINE	6,844,165	US	09/745,368	Dec 21, 2000
RETENTATE CHROMATOGRAPHY AND PROTEIN CHIP ARRAYS WITH APPLICATIONS IN BIOLOGY		US	10/150,587	May 17, 2002
RETENTATE CHROMATOGRAPHY AND PROTEIN CHIP ARRAYS WITH APPLICATIONS IN BIOLOGY		US	10/160,472	May 17, 2002
RETENTATE CHROMATOGRAPHY AND PROTEIN CHIP ARRAYS WITH APPLICATIONS IN BIOLOGY		US	10/626,302	Jul 23, 2003

PATENT ASSIGNMENT

WHEREAS, Clphergen Biosystems, Inc. ("Assignor"), a Delaware corporation, owns the patents and patent applications listed on Schedule A ("Patents") attached hereto, and

WHEREAS, Bio-Rad Laboratories, Inc. ("Assignee"), a Delaware corporation, is desirous of acquiring the entire right, title and interest in and to the Patents from Assignor;

NOW, THEREFORE, for good and valuable consideration to Assignor by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors and assigns, the entire right, title and interest of any kind and character throughout the world, in and to the Patents, to the full extent of its ownership or interest therein, including without limitation: (i) all domestic and foreign patent applications and registrations therefor, all patents that issue therefrom, and all division, continuation, continuation-in-part, reexamination, substitution, reissue, extension, and renewal of such Patents, including the right to apply for any of the foregoing; (ii) all rights to causes of action and remedies related thereto, including without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing; and (iii) any and all other rights and interests arising out of, in connection with or in relation to the Patents.

Upon said consideration, Assignor and Assignee do hereby covenant and agree that each will not execute any writing or do any act whatsoever conflicting with these presents, and that each party and its successors and assigns will, at any time upon request, without further or additional consideration, but at its own expense, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may reasonably deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights, occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or Patents. Assignee will bear all expenses, including legal fees, in connection with the perfection of this Assignment including, without limitation, recordation of this Assignment with the United States Patent and Trademark Office or the equivalent in any other country.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any other country whose duty it is to issue patents or similar legal protection on said applications, to issue patents for said inventions to Assignee, the same to be held by Assignee for its own use and benefit, to the full end of the term for which said patents are or may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

In Witness Whereof, said Assignor has, through its duly authorized agent, executed this document on this 12th day of November 2006.

ASSIGNOR:

CIPHERGEN BIOSYSTEMS, INC.

D Young
Debra A. Young
Chief Financial Officer and
Vice President of Finance

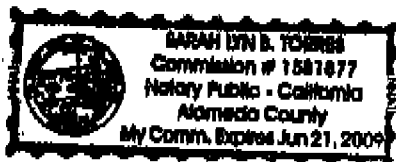
State of California)
) ss.
County of Alameda)

On November 12th, 2006, before me, Sarah Lyn B. Torres, Notary Public, personally appeared **DEBRA A. YOUNG**

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Sarah Lyn B. Torres
(Signature of Notary Public)

We hereby accept this assignment.

For and on behalf of BIO-RAD LABORATORIES, INC.

By: *John J. Cassingham*

John J. Cassingham

Assistant Secretary and Patent Counsel