

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

11-20-2007



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To the Director of the U.S. Pat

documents or the new address(es) below.

11-7-07

1. Name of conveying party(ies):

Dwight Livingston (11/02/2007)
Dustin Diemert (11/05/2007)
A. David Lentz (11/01/2007)

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

2. Name and address of receiving party(ies)

Name: BD Diagnostics

Internal Address: _____

Street Address: _____

7 Loveton Circle

City: Sparks

State: Maryland

Country: United States of America Zip: 21152

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

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

Execution Date(s): in parentheses after inventor name

- Assignment Merger Change of Name
- Security Agreement 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)

B. Patent No.(s)

11/979713

Additional numbers attached? Yes No

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

Name: David Lentz
BD DIAGNOSTICS

Internal Address: _____
Street Address: 7 Loveton Circle

City: Sparks

State: MD Zip: 21152

Phone Number: _____

Fax Number: _____

Email Address: Dave_Lentz@bd.com

6. Total number of applications and patents involved:

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 1003
Expiration Date 09/09

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

November 7, 2007

Signature

Date

Matthew J. Laskoski, Reg. No. 55,360

Name of Person Signing

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

This is an Assignment of the entire right, title and interest in the United States and its territories, and in all foreign countries, of an invention entitled PIERCEABLE CAP, and in: (fill in all that apply):

United States Patent Application Serial No(s). _____

United States Provisional Patent Application Serial No(s). _____

United States Patent No(s). _____

Other (specify): _____

Assignor(s)

<i>Name</i>	<i>Address</i>
<i>Dwight Livingston</i>	<i>1908 Angleside Road, Fallston, Maryland 21047</i>
<i>Dustin Diemert</i>	<i>113 Lloyd Street, Baltimore, Maryland 21202</i>
<i>A. David Lentz</i>	<i>2741 Heather Drive, York, Pennsylvania 17402</i>

Assignee

<i>Name</i>	<i>Address</i>
<i>BD Diagnostics</i>	<i>7 Loveton Circle Sparks, Maryland 21152 United States of America</i>

Whereas, I/we, the above-identified Assignor(s), have invented certain new and useful improvements in the Invention identified above and described in the above-identified disclosures patent application(s), and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign all rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer all rights, title and interest in said Invention, including any provisional rights therein and the right to recover for past infringement, further including all rights, title and interest in any divisions, continuations, continuations-in-part and any application claiming priority to said application(s), and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

We hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

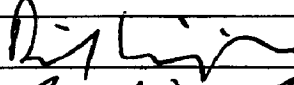
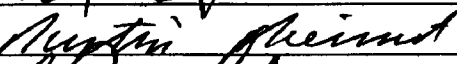
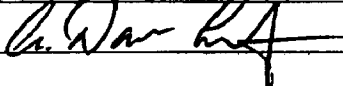
We further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense and agree to assist with any proceeding that does or could challenge the validity of any foreign or U.S. patent, divisional, continuation, continuation-in-part, reissue and/or reexamination;

In the event that any of the paragraph(s) or provision(s) of this Assignment is unenforceable or inapplicable for any reason, such paragraph(s) or provision(s) will be limited or deleted to the minimum extent necessary so that the remaining paragraphs and provisions remain in full force and effect. Likewise, in the event that any assignment under this Assignment is unenforceable or inapplicable for any reason, such invalid assignment shall be disregarded and shall be void. Each and every other assignment under this instrument shall be considered valid and shall remain in full force and effect;

We hereby appoint and authorize Patton Boggs L.L.P. to add, update, or otherwise amend the information contained on the first page of this Assignment, including authorization to insert the Serial Number(s) of patent applications claiming priority to said application(s), and to record the amended or updated assignment in any such patent applications; and

To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Inventor's Signatures/Date

Name	Signature	Date
Dwight Livingston		11/2/07
Dustin Diemert		11/5/07
A. David Lentz		11/1/07