

10-22-2008

Docket No. 06-679

FORM PTO-1595



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

103530941

To The Honorable Commissioner of Patents and

Documents or copy thereof.

1. Name of conveying party(ies):

Mark J. Fanning  
Jacky Yam  
David M. Robbins  
Kevin G. Ketsenburg  
James C. Bishop

2. Name and address of receiving party(ies)

Name: bioMérieux, Inc.

Address: 100 Rodolphe Street

City: Durham State: NC

Country: U.S.A. Zip: 27712

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

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

Execution Date: September 3 and 4, 2008

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)  
12/283,191Filing Date  
September 9, 2008

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Thomas A. Fairhall

Registration No.: 34,591

Company Name: McDonnell Boehnen Hulbert &amp; Berghoff LLP

Street Address: 300 South Wacker Drive - 32<sup>nd</sup> Floor

City: Chicago State: Illinois

Country: U.S.A. ZIP: 60606

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41) ..... \$40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: 13-2490

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9. Statement and signature.

*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.*

Thomas A. Fairhall

Printed Name of Person Signing

Signature

Date: 10/19/08

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

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PATENT

REEL: 021725 FRAME: 0750

**ASSIGNMENT**

bioMérieux docket 01091

MBHB Case No. 08-679

Serial No.: 12/283,191

Filing Date: Sept. 9, 2008

Inventors: **Mark J. Fanning, Jacky Yam, David M. Robbins, Kevin G. Ketsenburg, James C. Bishop**

In consideration of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency whereof are hereby acknowledged, the undersigned hereby assign to:

**bioMérieux, Inc.**

a Missouri corporation having a principal place of business at 100 Rodolphe Street,  
Durham, North Carolina 27712

its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, entitled:

**INCUBATION SYSTEM WITH LOW TEMPERATURE ENCLOSURE**

and identified as:

**Case No. 08-679**

in the offices of McDONNELL BOEHNEN HULBERT & BERGHOFF LLP and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension of such patents, and further assigns to said assignee the priority right provided by the International Convention.

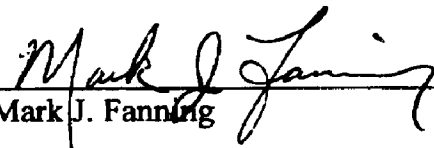
The undersigned hereby authorize and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the filing date and serial number of said application when officially known, and the date of execution of the application.

The undersigned warrant themselves to be the owner of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrant that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said invention or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said considerations the undersigned authorize said assignee to apply for patents for said invention or improvements in its own name in such countries where such procedure is proper and further agree, upon the request of said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain, maintain and enforce said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Date: 3 Sep 08

  
Mark J. Fanning


Date: 4 sep 08

  
Jacky Yam


Date: 4 Sept 08

  
David M. Robbins

Date: 04SEP08

  
Kevin G. Ketsenburg

Date: 04 SEP 2008

  
James C. Bishop