

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | |
|---|----------------------------|----------------|---------------------|------------|----------|------------|-----------|------------|------------|------------|----------------|------------|----------------|------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Travis Marsot</td><td>05/03/2006</td></tr><tr><td>Paul Lum</td><td>05/03/2006</td></tr><tr><td>Don Alden</td><td>05/03/2006</td></tr><tr><td>James Ross</td><td>05/11/2006</td></tr><tr><td>Ron L. Bardell</td><td>05/09/2006</td></tr><tr><td>Bernhard Weigl</td><td>05/11/2006</td></tr></tbody></table> | Name | Execution Date | Travis Marsot | 05/03/2006 | Paul Lum | 05/03/2006 | Don Alden | 05/03/2006 | James Ross | 05/11/2006 | Ron L. Bardell | 05/09/2006 | Bernhard Weigl | 05/11/2006 | |
| Name | Execution Date | | | | | | | | | | | | | | |
| Travis Marsot | 05/03/2006 | | | | | | | | | | | | | | |
| Paul Lum | 05/03/2006 | | | | | | | | | | | | | | |
| Don Alden | 05/03/2006 | | | | | | | | | | | | | | |
| James Ross | 05/11/2006 | | | | | | | | | | | | | | |
| Ron L. Bardell | 05/09/2006 | | | | | | | | | | | | | | |
| Bernhard Weigl | 05/11/2006 | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | |
| Name: | Pelikan Technologies, Inc. | | | | | | | | | | | | | | |
| Street Address: | 1072 East Meadow Circle | | | | | | | | | | | | | | |
| City: | Palo Alto | | | | | | | | | | | | | | |
| State/Country: | CALIFORNIA | | | | | | | | | | | | | | |
| Postal Code: | 94303 | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>10574242</td></tr></tbody></table> | Property Type | Number | Application Number: | 10574242 | | | | | | | | | | | |
| Property Type | Number | | | | | | | | | | | | | | |
| Application Number: | 10574242 | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | |
| Fax Number: (650)853-1038 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | | | | | |
| Phone: 650-752-3100 | | | | | | | | | | | | | | | |
| Email: pdavis@goodwinprocter.com | | | | | | | | | | | | | | | |
| Correspondent Name: Paul Davis | | | | | | | | | | | | | | | |
| Address Line 1: 135 Commonwealth Drive | | | | | | | | | | | | | | | |
| Address Line 4: Menlo Park, CALIFORNIA 94025 | | | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 123847-181224 | | | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Paul Davis | | | | | | | | | | | | | | |

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PATENT
REEL: 021761 FRAME: 0798

Total Attachments: 5

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PATENT

REEL: 021761 FRAME: 0799

ASSIGNMENT OF APPLICATION

Docket Number: 38187-2836

Whereas, the undersigned:

Travis Marsot
Mountain View, CAPaul Lum
Los Altos, CADon Alden
Sunnyvale, CAJames Ross
Livermore, CARon Bardell
Minneapolis, MNBernhard Weigl
Seattle, WA

hereinafter termed "Inventors", have invented certain new and useful improvements in

METHOD AND APPARATUS FOR AN IMPROVED SAMPLE CAPTURE DEVICE

- ☒ for which an application for United States Patent was filed on March 29, 2006, Application No. 10/574,242
☐ for which an application for a United States Patent was executed on _____, and

WHEREAS, Pelikan Technologies, Inc., a corporation having a place of business at 1072 East Meadow Circle, Palo Alto, CA 94303, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 3 MAY 06

Date: 2006 MAY 03

Date: 3 MAY 06

Date: _____

Date: _____

Date: _____

Travis Marshall
Travis Marshall

Paul Lum
Paul Lum

Don Alden
Don Alden

James Ross

Ron L. Bardell

Bernhard Weigle

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____

Travis Marsot

Date: _____

Paul Lum

Date: _____

Don Alden

Date: 11 May 2006


James Ross

Date: _____

Ron L. Bardell

Date: _____

Bernhard Weigle

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____

Travis Marsot

Date: _____

Paul Luna

Date: _____

Don Alden

Date: _____

James Ross

Date: 5/9/06

Ron L. Bardell
Ron L. Bardell

Date: _____

Bernhard Weigle

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____

Travis Marsot

Date: _____

Paul Lum

Date: _____

Don Alden

Date: _____

James Ross

Date: _____

Ron L. Bardell

Date: 5-11-06

Bernhard Weigl