

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bruce K. Patterson	04/08/2009
RECEIVING PARTY DATA	
Name:	Invirion Inc.
Street Address:	140 Scott Drive
Internal Address:	c/o Latham & Watkins LLP
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10341094
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NAME OF SUBMITTER:	Bret E. Field
Total Attachments: 1 source=INVI-004assign#page1.tif	

OP \$40.00 10341094

ASSIGNMENT OF APPLICATION (SOLE)

Atty Docket No. INVI-004

THIS ASSIGNMENT, by Bruce K. Patterson (hereinafter referred to as the assignor), residing in Palo Alto, California, witnesseth:

WHEREAS, the said assignor has invented certain new and useful improvements in:

"METHOD OF TESTING ADEQUACY OF CELLS IN A SPECIMEN"

X filed on December 5, 2000 as U.S. Application Serial No. 09/730,223 designating the United States.
for which an application for a United States Patent was executed on ____, and

WHEREAS, Invirion, Inc. a corporation duly organized under and pursuant to the laws of Illinois, and having its principal place of business at c/o Latham & Watkins LLP, 140 Scott Drive, Menlo Park, California 94025 (hereinafter referred to as the assignee) is desirous of acquiring their right, title and interest in and to said invention and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, for good and sufficient considerations, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, all of their right title and interest in and to the above-mentioned invention, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said invention, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said invention in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said invention, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND the said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said invention and the Letters Patent to be issued thereon for the use and behalf of said assignee, its successors, legal representatives and assigns.

Date 4/8/09

Name of Inventor [Signature]
Bruce K. Patterson