

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Wayne D. Roth	07/17/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Luminex Corporation
<b>Street Address:</b>	12212 Technology Blvd.
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78727
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12505224
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<b>ATTORNEY DOCKET NUMBER:</b>	5868-10101
<b>NAME OF SUBMITTER:</b>	Mollie E. Lettang
<b>Total Attachments: 2</b> source=Assignment_signed_Page_1#page1.tif source=Assignment_signed_Page_2#page1.tif	

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**PATENT**  
**REEL: 022972 FRAME: 0117**

PATENT  
5868-10101**ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, does hereby:

SELL, ASSIGN AND TRANSFER to LUMINEX CORPORATION (the "Assignee"), having a place of business at 12212 Technology Blvd., Austin, TX 78727, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Patent submitted concurrent herewith, and entitled METHODS, STORAGE MEDIUMS, AND SYSTEMS FOR CONFIGURING CLASSIFICATION REGIONS WITHIN A CLASSIFICATION MATRIX OF AN ANALYSIS SYSTEM AND FOR CLASSIFYING PARTICLES OF AN ASSAY, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee; and

COVENANT AND AGREE that the above is and will be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

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FURTHER COVENANT that all statements made of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

(Signature) Wayne D. Roth  
Wayne D. Roth

Date: 7/17/2009

Please direct all communication as follows:

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