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01-29-2010

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To the Director of the U.S. Patent and Trademark Office, at the address(es) below.

1. Name of conveying party(ies) Jones Hyman, Bradford Clay, John Walsh, Thurman Thorpe Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>bioMerieux, Inc.</u> Internal Address: <u>Patent Department</u> Street Address: <u>100 Rodolphe Street</u> City: <u>Durham</u> State: <u>NC</u> Country: <u>United States of America</u> Zip: <u>27712</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>10/28/2009, 11/18/2008, 01/21/2010</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) US 12/589,929 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Phillip Kiefer</u> Internal Address: <u>Patent Department</u> Street Address: <u>100 Rodolphe Street</u> City: <u>Durham</u> State: <u>NC</u> Zip: <u>27712</u> Phone Number: <u>919-620-2914</u> Fax Number: <u>919-620-2958</u> Email Address: <u>USPatents@na.biomerieux.com</u>		6. Total number of applications and patents involved: _____ 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information Deposit Account Number <u>50-0364</u> Authorized User Name <u>Phillip Kiefer</u>	
9. Signature: <u>Phillip Kiefer</u> Signature <u>22 Jan 2010</u> Date <u>Phillip Kiefer</u> Name of Person Signing <u>Reg. No. 55,324</u> Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/>			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450
01/28/2010 MJAMA1 00000029 500364 12589929
01 FC:0021 40.00 DA

ASSIGNMENT

WHEREAS, I, **John D. Walsh**, a citizen Australia, residing at 704 Wellingham Drive, Durham, North Carolina 27713, **Jones M. Hyman**, a citizen of the United States of America, residing at 2501 Dunmore Court, Wake Forest, North Carolina 27587, **Thurman C. Thorpe**, a citizen of the United States of America, residing at 6713 Lipscomb Drive, Durham, NC 27712, and **Bradford G. Clay**, a citizen of the United States of America, residing at 1723 Timber Ridge Estates Drive, Wildwood Missouri 63011, respectively, have jointly invented and own a certain invention entitled

Methods for the Isolation and Identification of Microorganisms

for which an application for a United States Letters Patent is filed in the United States Patent and Trademark Office herewith; and

WHEREAS, **bioMérieux, Inc.**, a Missouri corporation having a principal place of business at 100 Rodolphe Street, Durham, North Carolina 27712 (hereinafter referred to as assignee), is desirous of acquiring the entire right, title and interest in and to said invention as described in said application, and in and to any and all Letters Patents which shall be granted therefore in the United States of America and in any and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I have sold and by these presents do hereby sell, assign, transfer and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted therefore or thereon, for the full end of the term for which said Letters Patent may be granted along with any term extensions thereon or therefore, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me if this

assignment and sale had not been made.

I hereby request that said Letters Patent be issued in accordance with this assignment.

I further covenant and agree that, at the time of the execution and delivery of these presents, I possess full title to the invention and application above-mentioned, and that I have the unencumbered right and authority to make this assignment.

I further covenant and agree to promptly communicate to said assignee or its representatives any facts known to me relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and I hereby instruct, and further covenant and agree to bind my heirs, legal representatives, and assigns, to do same, without further compensation, but at the expense of said assignee or its representatives.

IN WITNESS WHEREOF, I have hereunto set my hand on this on the date set forth below.

ASSIGNOR:

DATED:

John D. Walsh
John D. Walsh

28 Oct 09

Jones M. Hyman
Jones M. Hyman

28 Oct 09

WITNESSES:

DATED:

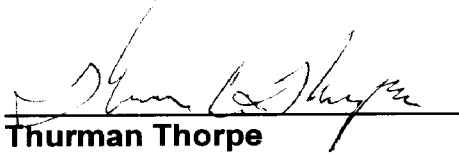
Janet Schoenfeld
Damian Novak

28 Oct 2009

28 Oct 2009

ASSIGNOR:

DATED:


Thurman Thorpe

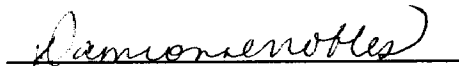
21 JAN 10

WITNESSES:

DATED:


Janet Schoenfeld

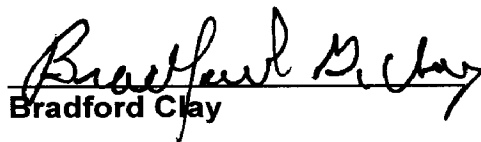
21 Jan 2010


Damon Roberts

21 Jan 2010

ASSIGNOR:

DATED:


Bradford Clay

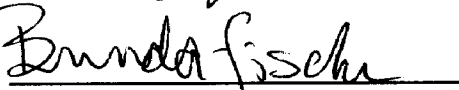
18-NOV-09

WITNESSES:

DATED:


Mark J. J.

18 Nov 2009


Brenda Fischer

18-NOV-2009