

PATENT ASSIGNMENT

Electronic Version v1.1  
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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>Christopher Bieniarz</td><td>11/29/2007</td></tr><tr><td>Julia Ashworth-Sharpe</td><td>12/14/2007</td></tr><tr><td>Casey A. Kernag</td><td>12/05/2007</td></tr><tr><td>Jerome W. Kosmeder</td><td>11/28/2007</td></tr><tr><td>Mark Lefever</td><td>12/13/2007</td></tr></tbody></table>		Name	Execution Date	Christopher Bieniarz	11/29/2007	Julia Ashworth-Sharpe	12/14/2007	Casey A. Kernag	12/05/2007	Jerome W. Kosmeder	11/28/2007	Mark Lefever	12/13/2007
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Mark Lefever	12/13/2007												
RECEIVING PARTY DATA													
Name:	Ventana Medical Systems, Inc.												
Street Address:	1910 E. Innovation Park Drive												
City:	Tucson												
State/Country:	ARIZONA												
Postal Code:	85755												
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>12687564</td></tr></tbody></table>		Property Type	Number	Application Number:	12687564								
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Application Number:	12687564												
CORRESPONDENCE DATA													
Fax Number: (520)229-4216 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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NAME OF SUBMITTER:	Lisa G. de Berg												

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PATENT  
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**Total Attachments: 7**

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## ASSIGNMENT

We, Christopher Bieniarz, of Tucson, Arizona, U.S.A., a citizen of the United States of America, Julia Ashworth-Sharpe, of Tucson, Arizona, U.S.A., a citizen of the United States of America, Casey A. Kernag, of Tucson, Arizona, U.S.A., a citizen of the United States of America, Jerome W. Kosmeder, of Tucson, Arizona, U.S.A., a citizen of the United States of America, and Mark Lefever, of Tucson, Arizona, U.S.A., a citizen of the United States of America, have invented one or more inventions (collectively, the "Invention") as described in the following patent application(s):

U.S. Provisional Patent Application No. 60/739,794, filed on November 23, 2005;  
U.S. Application No. 11/603,425, filed on November 21, 2006; and/or  
PCT Application No. PCT/US2006/45302, filed on November 21, 2006;

which applications are collectively referred to herein as "the patent applications."

The Invention was made as a result of our activities at or on behalf of Ventana Medical Systems, Inc. or as a result of our utilization of information, facilities or other resources of Ventana Medical Systems, Inc. The conditions under which the Invention was made are such as to entitle Ventana Medical Systems, Inc. to each of our entire respective right, title, and interest in the Invention and any corresponding patent applications and/or patents in the United States and its territories and dependencies, and all other countries and jurisdictions of the world.

In consideration of our obligations and other valuable consideration, we each have sold, assigned and transferred or hereby sell, assign, and transfer to Ventana Medical Systems, Inc., its successors and assigns (collectively, "Assignee"), each of our respective full and exclusive right, title, and interest in the Invention, the patent applications, and any corresponding patent rights throughout the United States and its territories and dependencies, and all other countries and jurisdictions of the world. The conveyance of patent rights includes, without limitation, full and exclusive right, title, and interest in all patents claiming all or part of the Invention that may be granted in the United States and/or any other countries and jurisdictions of the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from any one or more of the patent applications as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

We each authorize and request the issuance of any patents claiming all or part of the Invention and/or claiming the benefit of a filing date of any one or more of the patent applications to the Assignee to be held as fully and entirely as the same would have been held by us had this assignment not been made.

We each warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied that will impair, diminish, limit, or abridge the interest herein conveyed.

We each also agree upon reasonable request to communicate with the Assignee, its representatives or agents, any facts known to us respecting all or part of the Invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reexamination and/or reissue applications, make all rightful oaths, provide all requested documents, and do everything reasonably possible to aid the Assignee, its representatives or agents, to obtain and enforce proper patent protection for all or part of the Invention in the United States or any other country of the world. These provisions are binding upon each of our heirs, legal representatives, administrators and assigns.

This Assignment may be executed in one or more counterparts, each of which when executed and delivered, by facsimile or other electronic transmission, by mail delivery, or by other legal form of delivery, will be an original and all of which will constitute but one and the same Assignment.

IN WITNESS WHEREOF, this Assignment is executed as of the date(s) indicated on the following counterpart signature page(s).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**COUNTERPART SIGNATURE PAGE  
ASSIGNMENT FROM CHRISTOPHER BIENIARZ ET AL.**

ASSIGNOR:

Dated: 2007/11/29Christopher Bieniarz  
SignatureChristopher Bieniarz  
Printed Name

WITNESS:

Dated: 11/29/07Carolyn Thornburg  
Signature of WitnessCarolyn Thornburg  
Printed Name of Witness

**COUNTERPART SIGNATURE PAGE**  
**ASSIGNMENT FROM CHRISTOPHER BIENIARZ ET AL.**

ASSIGNOR:

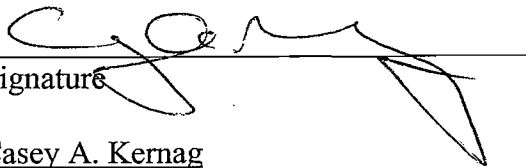
Dated: 12/14/07Julia Ashworth-Sharpe  
SignatureJulia Ashworth-Sharpe  
Printed Name

WITNESS:

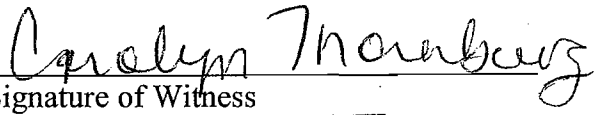
Dated: 12/14/07Carolyn Thornburg  
Signature of WitnessCarolyn Thornburg  
Printed Name

**COUNTERPART SIGNATURE PAGE  
ASSIGNMENT FROM CHRISTOPHER BIENIARZ ET AL.**

ASSIGNOR:


Dated: 12-05-07  
SignatureCasey A. Kernag  
Printed Name

WITNESS:

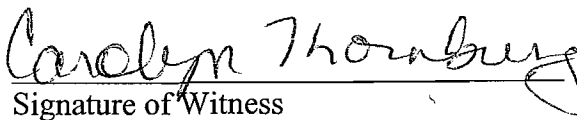
Dated: 12-5-07  
Signature of WitnessCarolyn Thornburg  
Printed Name

**COUNTERPART SIGNATURE PAGE  
ASSIGNMENT FROM CHRISTOPHER BIENIARZ ET AL.**

ASSIGNOR:

Dated: 2007-11-28  
SignatureJerome W. Kosmeder  
Printed Name


WITNESS:

Dated: 11/28/07  
Signature of WitnessCarolyn Thornburg  
Printed Name

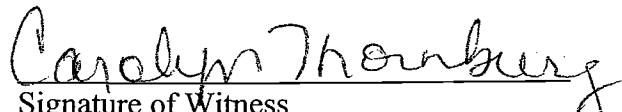


**COUNTERPART SIGNATURE PAGE  
ASSIGNMENT FROM CHRISTOPHER BIENIARZ ET AL.**

ASSIGNOR:

Dated: 12-13-2007  
SignatureMark Lefever  
Printed Name

WITNESS:

Dated: Dec. 13, 2007  
Signature of WitnessCarolyn Thornburg  
Printed Name