

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Joel S. Douglas</td> <td>12/10/1997</td> </tr> <tr> <td>Jeffrey N. Roe</td> <td>12/10/1997</td> </tr> <tr> <td>Ryszard Radwanski</td> <td>12/11/1997</td> </tr> <tr> <td>Brent G. Duchon</td> <td>12/10/1997</td> </tr> </tbody> </table>		Name	Execution Date	Joel S. Douglas	12/10/1997	Jeffrey N. Roe	12/10/1997	Ryszard Radwanski	12/11/1997	Brent G. Duchon	12/10/1997
Name	Execution Date										
Joel S. Douglas	12/10/1997										
Jeffrey N. Roe	12/10/1997										
Ryszard Radwanski	12/11/1997										
Brent G. Duchon	12/10/1997										
<b>RECEIVING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Mercury Diagnostics, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1137 San Antonio Road, Suite D</td> </tr> <tr> <td>City:</td> <td>Palo Alto</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94303</td> </tr> </table>		Name:	Mercury Diagnostics, Inc.	Street Address:	1137 San Antonio Road, Suite D	City:	Palo Alto	State/Country:	CALIFORNIA	Postal Code:	94303
Name:	Mercury Diagnostics, Inc.										
Street Address:	1137 San Antonio Road, Suite D										
City:	Palo Alto										
State/Country:	CALIFORNIA										
Postal Code:	94303										
<b>PROPERTY NUMBERS Total: 1</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12779317</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12779317						
Property Type	Number										
Application Number:	12779317										
<b>CORRESPONDENCE DATA</b>											
<p>Fax Number: (317)637-7561  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (317) 634-3456        Email: cps@uspatent.com        Correspondent Name: Charles P. Schmal        Address Line 1: Woodard, Emhardt, Moriarty, et al.        Address Line 2: 111 Monument Circle, Suite 3700        Address Line 4: Indianapolis, INDIANA 46204</p>											
ATTORNEY DOCKET NUMBER:	007404-001050										
NAME OF SUBMITTER:	Charles P. Schmal										
Total Attachments: 2											

OP \$40.00 12779317

**501176396**

**PATENT**  
**REEL: 024385 FRAME: 0954**

source=Assignment\_1\_Inventors to Mercury#page1.tif  
source=Assignment\_1\_Inventors to Mercury#page2.tif

## ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by JOEL S. DOUGLAS, JEFFREY N. ROE, RYSZARD RADWANSKI, and BRENT G. DUCHON, residing at 2048 CALABAZAS BOULEVARD, SANTA CLARA, CA 95051, 3212 VERACRUZ DRIVE, SAN RAMON, CA 94583, 16830 SUNDANCE DRIVE, MORGAN HILL, CA 95037 and 410 MILAN DRIVE, #106, SAN JOSE, CA 95134 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in METHODS AND APPARATUS FOR SAMPLING AND ANALYZING BODY FLUID, [ ] which is a provisional application to be filed herewith; [ ] which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application; [X] bearing Application No. 08/858,042, and filed on 5/16/97; and

WHEREAS, MERCURY DIAGNOSTICS, INC., a corporation duly organized under and pursuant to the laws of CALIFORNIA and having its principal place of business at 1137 SAN ANTONIO ROAD, SUITE D, PALO ALTO, CA 94303 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.


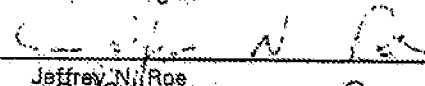


NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and 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 the 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 Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisions applications, above-mentioned, and that the same are unencumbered, and that the Assignors have 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 Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever

counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents 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 or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: <u>12/10/97</u>	Signature of Assignor	 Joel G. Douglas
Date: <u>12/10/97</u>	Signature of Assignor	 Jeffrey N. Roe
Date: <u>12/10/97</u>	Signature of Assignor	 Ryszard Radwanski
Date: <u>12/10/97</u>	Signature of Assignor	 Brent G. Duchon