

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Mercury Diagnostics, Inc.	09/01/1999
<b>RECEIVING PARTY DATA</b>	
Name:	Amria Medical
Street Address:	4742 Scotts Valley Drive
City:	Scotts Valley
State/Country:	CALIFORNIA
Postal Code:	95066
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12779337
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	007404-001051
NAME OF SUBMITTER:	Charles P. Schmal
Total Attachments: 2 source=Assignment_2_Mercury_to_Amira#page1.tif source=Assignment_2_Mercury_to_Amira#page2.tif	

OP \$40.00 12779337

## ASSIGNMENT

THIS ASSIGNMENT, effective the 1<sup>st</sup> day of September, 1999 by Mercury Diagnostics, Inc., a corporation duly organized under and pursuant to the laws of California (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor is owner of the following United States patents relating to the inventions and improvements described therein:

<u>U.S. PATENT NO.</u>	<u>Issue Date</u>	<u>U.S. PATENT NO.</u>	<u>Issue Date</u>
5,962,215	OCTOBER 5, 1999	5,547,702	AUGUST 20, 1996
D,392,391	MARCH 17, 1998	5,857,983	JANUARY 12, 1999
5,776,719	JULY 7, 1998	5,951,493	SEPTEMBER 14, 1999
5,885,790	MARCH 23, 1999	5,948,695	SEPTEMBER 7, 1999
5,989,845	NOVEMBER 23, 1999	D403,975	JANUARY 12, 1999
5,879,311	MARCH 9, 1999	4,814,142	MARCH 21, 1989
5,951,492	SEPTEMBER 14, 1999	5,964,718	OCTOBER 12, 1999
5,872,713	FEBRUARY 16, 1999	D411,619	JUNE 29, 1999
5,988,765	OCTOBER 19, 1999	6,015,392	JANUARY 18, 2000
5,876,957	MARCH 2, 1999	D418,917	June 11, 2000
4,952,515	AUGUST 28, 1990	6,009,632	JANUARY 4, 2000
5,824,491	OCTOBER 20, 1998	6,001,239	DECEMBER 14, 1999
5,128,171	JULY 7, 1992		

WHEREAS, AMIRA MEDICAL, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 4742 Scotts Valley Drive, Scotts Valley, CA 95066 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said United States Patents and the inventions and improvements disclosed therein, 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 view of good and sufficient consideration, the receipt of which is hereby acknowledged, the 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 the entire right, title, and interest in and to the above United States patents, the inventions and improvements disclosed therein, the right to file applications on said inventions and improvements 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 any of said patents, 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 and the Patent Cooperation Treaty, 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 Assignor had this sale and assignment not been made including all rights to sue for and recover for any past, present and future infringement;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said patents, above-mentioned, and that the same are unencumbered except as known to Assignee and which Assignee accepts this Assignment subject to such encumbrances, if any, and that the 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 Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor 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 reexamination, 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 Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

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

MERCURY DIAGNOSTICS, INC. (Assignor)

  
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Karen R. Drexler, President