# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date		
Thomas A. Peyser	08/20/2010		
Soya Gamsey	06/23/2010		
Matthew A. Romey	06/23/2010		
David R. Markle	06/23/2010		

# **RECEIVING PARTY DATA**

Name:	Glumetrics, Inc.					
Street Address:	15375 Barranca Parkway					
Internal Address:	Suite I-108					
City:	Irvine					
State/Country:	CALIFORNIA					
Postal Code:	92618					

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12794466

# **CORRESPONDENCE DATA**

Fax Number: (949)760-9502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9497600404 Email: efiling@kmob.com

Correspondent Name: Knobbe Martens Olson & Bear LLP

Address Line 1: 2040 Main Street

Address Line 2: 14th Floor

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: GLUM.062A

NAME OF SUBMITTER: H. James Abe

**PATENT** 

REEL: 024978 FRAME: 0833

OF \$40.00 12/94466

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# Total Attachments: 5

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> PATENT REEL: 024978 FRAME: 0834

Application No.: 12/794,466 Filing Date: June 4, 2010

Docket Number: GLUM.062A

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#### **ASSIGNMENT**

WHEREAS, THOMAS A. PEYSER, a United States citizen, residing at 2030 Gordon Avenue, Menlo Park, CA 94025-6035, SOYA GAMSEY, a United States citizen, residing at 8381 Arnett Drive, Huntington Beach, CA 92647, MATTHEW A. ROMEY, a United States citizen, residing at 313 Anade Avenue, Newport Beach, CA 92661, DAVID R. MARKLE, a United States citizen, residing at 380 Curwyn Lane, Berwyn, PA 19312, (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to ALGORITHMS FOR CALIBRATING AN ANALYTE SENSOR (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, GLUMETRICS, INC., a California Corporation, with its principal place of business at 15375 Barranca Parkway, Suite I-108, Irvine, CA 92618 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No(s). 61/184,747, filed June 5, 2009), and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States (including but not limited to International Application No. PCT/US2010/037502, filed June 4, 2010), all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

PATENT REEL: 024978 FRAME: 0835 Application No.: 12/794,466 Filing Date: June 4, 2010

Docket Number: GLUM.062A

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Augu	IN	TESTIMONY	WHEREOF,	1	hereunto	set	my	hand	and	seal	this	201	day	of
•														

THOMAS A. PEYSER

STATE OF

SŞ.

**COUNTY OF** 

On A before me, Brison Bierla, notary public, personally appeared THOMAS A. PEYSER who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

BRIONY BIERLY Commission # 1881759 Notary Public - California San Mateo County My Comm. Expires Mar 6, 2014

**PATENT** 

Application No.: 12/794,466 Filing Date: June 4, 2010

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23 day of

SOYA GAMSEY

STATE OF California)

COUNTY OF Orange

On ( UNI 23,2010 , before me, , notary public, personally appeared SOYA GAMSEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

MELISSA PILIOGLOS Commission # 1699219 Notary Public - Galifornia **Orange County** Comm. Expires Oct 17, 2010 **Notary Signature** 

PATENT

Application No.: 12/794,466 Docket Number: GLUM.062A Filing Date: June 4, 2010 Page 4 of 5 IN TESTIMONY WHEREOF, I hereunto set my hand and seal this  $Z \ge day$  of une , 2010. MATTHEW A. ROMEYA STATE OF California) COUNTY OF Orange 1 On <u>clune 23,2010</u>, before me, , notary public, personally appeared MATTHEW A. ROMEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

MELISSA PILIOGLOS Commission # 1899219 Notary Public - Salifornia **Orange County** Comm. Expires Oct 17.

**Notary Signature** 

**PATENT** 

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23 day of Tune, 2010.

DAVID R. MARKLE

Sign in presence of a Notary and have

Notary attach Acknowledgement

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL SUSAN M. HARRIS, Notary Public Eastfown Twp., Chester County My Commission Expires October 19, 2011

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