

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Edgar Ong	05/03/2006
Maurice Exner	04/28/2006
RECEIVING PARTY DATA	
Name:	Quest Diagnostics Investments Incorporated
Street Address:	300 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19899
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12887403
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	PTOMailSanDiegoNorth@foley.com
Correspondent Name:	Foley & Lardner LLP
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Address Line 4:	San Diego, CALIFORNIA 92138-0278
ATTORNEY DOCKET NUMBER:	054769-1603
NAME OF SUBMITTER:	Anthony C. Kuhlmann
<p>Total Attachments: 4</p> <p>source=Assn_Cov_Sht_28Sep2010#page1.tif</p> <p>source=Assn_Cov_Sht_28Sep2010#page2.tif</p> <p>source=Assn_Cov_Sht_28Sep2010#page3.tif</p>	

OP \$40.00 12887403

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PATENT
REEL: 025053 FRAME: 0500

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Edgar Ong
Maurice Exner

Additional conveying party(ies)

NO

2. Name and address of receiving party(ies):

Quest Diagnostics Investments Incorporated
300 Delaware Avenue
Wilmington, Delaware 19899

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

05/03/2006; 04/28/2006, respectively

Additional name(s) & address(es) attached?

NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

12/887,403

B. Patent Number(s):

Additional numbers attached? **NO**

5. Name and address of party to whom correspondence concerning document should be mailed:

Anthony C. Kuhlmann
FOLEY & LARDNER LLP
P.O. Box 80278
San Diego, California 92138-0278

6. Total number of applications/patents involved: **1**

7. Total fee (37 C.F.R. § 3.41):

\$40.00

Check Enclosed

☒

Authorized to be charged to credit card

Authorized to be charged to deposit account

8. Payment Information

a. Credit Card Last 4 Numbers **9679**Expiration Date **9/30/2012**b. Deposit account number **19-0741**

Authorized User Name

Anthony C. Kuhlmann**DO NOT USE THIS SPACE**

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Anthony C. Kuhlmann

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **4**

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Quest Diagnostics Investments Incorporated
300 Delaware Avenue
Wilmington, DE 19899

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

Assay for Mycobacterium Avium/Intracellulare Nucleic Acid

as set forth in this United States Patent Application

check one ☐ executed concurrently herewith,
 ☐ executed on _____,
 ☒ Serial No. 11/338,431 Filed January 23, 2006

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

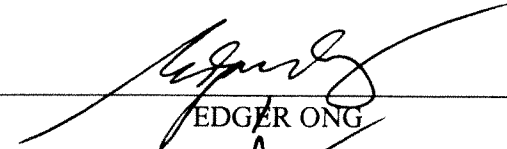
ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

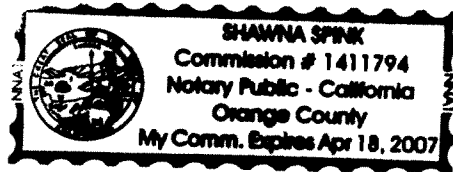
Executed this 03 day of May, 2006.

State of California)
County of Orange)ss.


EDGER ONG
A

On May 3, 2006 before me, Shawna Spink (here insert name and title of the officer), personally appeared EDGER ONG personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


(Seal)




Notary Public
My Commission Expires: 04/18/07

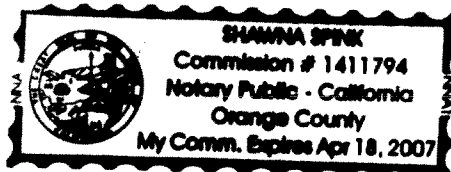
Executed this 28 day of April, 2006.

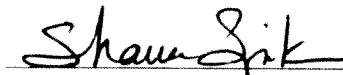
State of California)
County of Orange)ss.


MAURICE EXNER

On April 28, 2006 before me, Shawna Spink (here insert name and title of the officer), personally appeared MAURICE EXNER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Seal)




Notary Public
My Commission Expires: 04/18/07