

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Samuel Mason Curry	05/11/2007
Jonathan M. Wyler	05/08/2007
RECEIVING PARTY DATA	
Name:	ABBOTT DIABETES CARE INC.
Street Address:	1360 South Loop Road
City:	Alameda
State/Country:	CALIFORNIA
Postal Code:	94502
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13026827
CORRESPONDENCE DATA	
Fax Number:	(248)649-3338
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Francine B. Nesti c/o YOUNG BASILE
Address Line 1:	3001 West Big Beaver Road
Address Line 2:	Suite 624
Address Line 4:	Troy, MICHIGAN 48084-3107
ATTORNEY DOCKET NUMBER:	ABB-117-B
NAME OF SUBMITTER:	Francine B. Nesti

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Total Attachments: 3
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PATENT
REEL: 025807 FRAME: 0811

Atty. Doc. No.: ABB-117-A
(ADC 7974US05)ASSIGNMENT AND AGREEMENT

WHEREAS, STEPHEN J. FLYNN of 605 Wheatleigh Curve, Peachtree City, GA 30269; JOHN ANDREW TRISSEL of 131 Wellington Way, Canton, GA 30115; RAY ADAMS LATHROP of 611 Glen Way, Atlanta, GA 30319; SAMUEL MASON CURRY of 3733 20th St., San Francisco, CA 94110; and JONATHAN M. WYLER of 24 Peabody Terr, Apt. 513, Cambridge, MA 02138 (hereinafter referred to as "ASSIGNOR") have invented a certain invention entitled **LANCING DEVICES HAVING DEPTH ADJUSTMENT ASSEMBLY** as set forth in this United States Patent Application,

executed concurrently herewith

executed on _____

■ Serial No. 11/755,648

Filed May 30, 2007

WHEREAS, ABBOTT DIABETES CARE, a corporation of the state of Delaware, having its principal place of business at 1360 South Loop Road, Alameda, CA 94502, (hereinafter referred to as "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to said invention;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the 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 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.

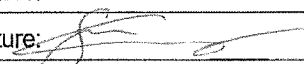
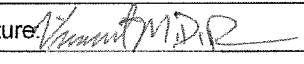
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, 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, 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 Young, Basile, Hanlon, MacFarlane & Helmholdt, P.C. 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 Young, Basile, Hanlon, MacFarlane & Helmholdt, P.C. 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.

NAMES AND SIGNATURE OF ASSIGNOR		
Name: Stephen J. Flynn	Signature:	Date:
Name: Ray Adams Lathrop	Signature:	Date:
Name: John Andrew Trissel	Signature:	Date:
Name: Samuel Mason Curry	Signature: 	Date: 11 May 07
Name: Jonathan M. Wyler	Signature:	Date:
NAMES AND SIGNATURE OF WITNESS		
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:
Name: Vincent M. DiPalma	Signature: 	Date: 11 May 07
Name:	Signature:	Date:



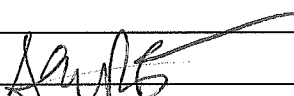
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assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

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Name: Samuel Mason Curry	Signature:	Date:
Name: Jonathan M. Wylor	Signature: 	Date: 05/08/07
NAMES AND SIGNATURE OF WITNESS		
Name:	Signature: 	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:
Name: ALAN BISARIN	Signature: 	Date: 05-08-07

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