

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BioMicro Systems, Inc.	07/30/2010
RECEIVING PARTY DATA	
Name:	F. Hoffman La-Roche Ltd
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City:	Basel
State/Country:	SWITZERLAND
Postal Code:	CH-4070
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6637463
Patent Number:	6607907
Patent Number:	6615856
Patent Number:	7223363
Patent Number:	7235400
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ATTORNEY DOCKET NUMBER:	MISC. ROCHE ASSIGNMENTS
NAME OF SUBMITTER:	David W. Osborne

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Total Attachments: 6

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EXECUTION

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is entered into as of July 30, 2010 (the "Effective Date"), by and between BIOMICRO SYSTEMS, INC., a Delaware corporation ("Assignor"), and F. HOFFMANN-LA ROCHE LTD (the "Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of December 23, 2009, by and among Assignee, Assignor, and ROCHE DIAGNOSTICS AG (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

Assignor is the sole owner of all right, title and interest in the issued patents and pending patent applications owned and or used by Assignor and identified in Schedule A attached hereto (collectively the "Patents").

In consideration of the payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee all of its right, title and interest in the United States and all countries worldwide in and to the Patents therefor, including all priority rights for the United States and other countries arising therefrom, all inventions therein disclosed, and any and all Patents of the United States and of all other countries, which may be granted for such inventions, or any of them, all such inventions and all rights in such Patents to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Patents may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made, including all files, documentation, certificates, and other materials of Assignor and its agents and representatives establishing and manifesting the Patents.

This Patent Assignment includes the transfer of all claims for damages by reason of past infringement of the Patents with the right to sue for and collect same and in and to all such rights worldwide.

The representations and warranties of Assignor applicable to the Patents, together with all limitations, restrictions, disclaimers and other provisions thereof, are contained in the Purchase Agreement. THIS PATENT ASSIGNMENT DOES NOT, NOR SHALL IT BE DEEMED TO SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT.

Assignor agrees to do all other acts, provide any evidence and execute all other documents which, in the opinion of Assignee, may be reasonably required for the assignment and transfer of the Patents, and, at Assignee's expense, to do all other acts, provide any evidence and execute all other documents which, in the opinion of Assignee, may be reasonably necessary or desirable for the recordation, application, registration, maintenance, renewal and enforcement of the Patents, as well as provide support, at Assignee's expense, in the preparation, execution, prosecution, and enforcement in the United States and in all other countries worldwide where Assignee may desire to do so. Assignor also agrees to execute all papers necessary in connection with the Patents in the United States and counterpart applications in foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such Patents, and also to execute separate assignments in connection with such Patents as Assignee may reasonably require.

The undersigned hereby authorizes and requests the issuance of any and all Patents of the United States resulting or following therefrom to the Assignee, as assignee of the entire interest.

This Patent Assignment shall be binding upon the parties, their successors, administrators, heirs and assigns.

This Patent Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to principles of conflict of laws.

This Patent Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Patent Assignment as of the Effective Date.

ASSIGNOR

BIOMICRO SYSTEMS, INC.

By: 

Name: Robert J. Parry

Title: President, COO

Dated: July 20, 2010

ASSIGNEE

F. HOFFMANN-LA ROCHE LTD

By: _____

Name: Sascha Bucher

Title: Vice Director

Dated: July __, 2010

By: _____

Name: Dr. Felix Kobel

Title: Corporate Legal Counsel

Dated: July __, 2010

IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Patent Assignment as of the Effective Date.

ASSIGNOR

BIO MICRO SYSTEMS, INC.

By: _____

Name: Robert J. Parry

Title: President, COO

Dated: _____, 20__

ASSIGNEE

F. HOFFMANN-LA ROCHE LTD

By: S. Bucher

Name: Sascha Bucher

Title: Vice Director

Dated: July 30, 2010

By: ppa Felix Kobel

Name: Dr. Felix Kobel

Title: Corporate Legal Counsel

Dated: July 30, 2010

SCHEDULE A

Patents and Applications - BioMicro Systems IP Acquired by Roche

Short Title/Subject	Country	Inventors	Priority/ Filed/ Issued Date	Application Number/ Patent Number	Status
Method and System for Microfluidic Interfacing to Arrays	United States	Michael McNeely, Nils Adey, Mark Spute, Edward Ayliffe, Michael Howard, Darin Beutel, John Jensen, Steven Coffin, Tom Moyer	Issued on 5/29/2007	7,223,363	Issued
Method and System for Microfluidic Interfacing to Arrays	Japan	Michael McNeely, Nils Adey, Mark Spute, Edward Ayliffe, Michael Howard, Darin Beutel, John Jensen, Steven Coffin, Tom Moyer	Issued on 7/04/2008	4,148,778	Issued
Method and System for Microfluidic Interfacing to Arrays	Korea	Michael McNeely, Nils Adey, Mark Spute, Edward Ayliffe, Michael Howard, Darin Beutel, John Jensen, Steven Coffin, Tom Moyer	Response filed on 3/27/2009	2003-7011916-47	Claims allowed, issue fee paid
Method and System for Microfluidic Interfacing to Arrays	Canada	Michael McNeely, Nils Adey, Mark Spute, Edward Ayliffe, Michael Howard, Darin Beutel, John Jensen, Steven Coffin, Tom Moyer	Annuity fee paid 11/10/2008	2,450,676	Claims allowed, issue fee pending
Method and System for Microfluidic Interfacing to Arrays	Europe	Michael McNeely, Nils Adey, Mark Spute, Edward Ayliffe, Michael Howard, Darin Beutel, John Jensen, Steven Coffin, Tom Moyer	Response filed 11/9/09	02719167.5	27 of 29 claims allowed, response filed, annuity fees paid
Laminated Microarray Interface Device	United States	Nils Adey	Filed on 6/26/2007	7,235,400	Issued
System and Method for Cleaning Microarray Slides	United States	Nils Adey, Thomas Moyer, Dale Emery, Wanyuan Ao	Filed 2/17/06	60/774,875	Provisional application
System and Method for Cleaning Microarray Slides	United States	Nils Adey, Thomas Moyer, Dale Emery, Wanyuan Ao	Filed 10/8/09 via bridge application	12/247,408 (from 60/774,875)	Utility application
System and Method for Cleaning Microarray Slides	United States	Nils Adey, Thomas Moyer, Dale Emery, Michael Worthen, Wanyuan Ao, Robert Parry, Steve Coffin	Filed 3/17/09	61/160,993	Provisional application (2). Utility application due 3/17/10
System and Method for Hybridization Slide Processing	United States	Nils Adey, Thomas Moyer, Robert Parry, Dale Emery	Filed on 6/9/08	61/060,070	Provisional application
System and Method for Hybridization Slide Processing	United States	Nils Adey, Thomas Moyer, Robert Parry, Dale Emery	Filed 9/9/2008	12/207,343	Utility application
System and Method for Hybridization Slide Processing	United States	Nils Adey, Thomas Moyer, Robert Parry, Dale Emery	Filed on 2/6/2009	61/150,599	Provisional application (2), utility application due

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System and Method for Hybridization Slide Processing	United States	Nils Adey, Thomas Moyer, Robert Parry, Dale Emery	Filed on 6/9/2009	09/465795	2/6/10 PCT application
Selective elution of biological material from a microarray substrate	United States	Nils Adey, Arnold Oliphant, Wanyuan Ao	Filed on 9/22/08	61/099,035	Provisional application
Selective elution of biological material from a microarray substrate	United States	Nils Adey, Arnold Oliphant, Wanyuan Ao	Filed 10/16/09	61/106,083	Provisional application (2)
Selective elution of biological material from a microarray substrate	United States	Nils Adey, Arnold Oliphant, Wanyuan Ao	Filed on 9/18/09	12/562,543	Utility application
Selective elution of biological material from a microarray substrate	United States	Nils Adey, Arnold Oliphant, Wanyuan Ao	Filed 9/18/09	09/57539	PCT application
Multi-channel Microfluidic System Design with Balanced Fluid Flow Distribution	United States	Ming Lei, Nils Adey, Michael McNeely	Filed on 10/28/2003	6,637,463	Maintenance fee paid 5/9/2007
Air Flow Regulation in Microfluidic Circuits for Pressure Control and Gaseous Exchange	United States	Michael McNeely, Mark Spute	Issued on 8/19/2003	6,607,907	Maintenance fee paid 5/9/2007
Remote Valving for Microfluidic Flow Control	United States	Michael McNeely, Mark Spute	Issued on 9/9/2003	6,615,856	Maintenance fee paid 5/9/2007

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