# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Brett Holmquist	02/03/2010
Nigel Clarke	02/25/2010

# 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
Ap	oplication Number:	13165685

#### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	054769-9973
NAME OF SUBMITTER:	Anthony C. Kuhlmann

#### Total Attachments: 4

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> PATENT REEL: 026723 FRAME: 0401

OF \$40.00 13165685

FORM PTO-1595 (modified)	U.S. DEF	PARTMENT OF COMMERCE
	RM COVER SHEET  TS ONLY	Patent and Trademark Office
To the Director of the United States Patent and Trademark Office	: Please record the attached original docum	ents or copies thereof.
Name of conveying party(ies):  a) Brett Holmquist	Name and address of receiving pa	rty(ies):
b) Nigel Clarke	Quest Diagnostics Investme 300 Delaware Avenue Wilmington, Delaware 19899	•
Additional conveying party(ies) NO	  -	
3. Nature of conveyance:  ASSIGNMENT  Execution Date:	Additional name(s) & address(es) atta	ophod? NO
a) 2/3/2010 b) 2/25/2010  4. Application number(s) or patent number(s):	Additional name(s) & address(es) atta	ached? NO
If this is being filed together with a new application, the exe  A. Patent Application Number(s):  13/165,685	B. Patent Number(s):	
Additional numb	ers attached? <b>NO</b>	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications/pater 7. Total fee (37 C.F.R. § 3.41):	ts involved: 1 \$40.00
Anthony C. Kuhlmann FOLEY & LARDNER LLP P.O. Box 80278 San Diego, California 92138-0278	Check Enclosed  X Authorized to be charged to cred Authorized to be charged to dep	
oun biogo, oumonna 32130-0270	Payment Information     Credit Card Last 4 Numbers     Expiration Date     Deposit account number     Authorized User Name	9679 9/2012 19-0741 Anthony C. Kuhlmann
DO NOT USE	THIS SPACE	
9. Statement and signature:  To the best of my knowledge and belief, the foregoing copy of the original document. The Commissioner is hereby a be required in this matter to the above-identified deposit across	nuthorized to charge any additional reco	
Anthony C. Kuhlmann		114
Name of person signing  Total number of pag	Signature ges including cover sheet, attachments,	Date and document: 4

PATENT REEL: 026723 FRAME: 0402

#### **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, Delaware

(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

# METHODS FOR DETECTING DIHYDROXYVITAMIN D METABOLITES BY MASS SPECTROMETRY

check one	[ ] executed concurrently herewith,
	[ ] executed on
	[ X ] Serial No. 12/630,796 Filed 12/3/2009

as set forth in this United States Patent Application

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.

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ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignce 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.

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7	
Executed this 3 day of Februar	(y, 2010)
State of <u>CAlifornia</u> )	BRETT HOLMQUIST
County of DRANGE	
On this 3 day of February .2010, be for said county), personally appeared BRETT HOLMQUIST, who provides is subscribed to the within instrument and acknowledged to me this her signature on the instrument the person, or the entity upon behalf	efore me. <u>CAPPETINE COFFMAN</u> (a notary public in and yed to me on the basis of satisfactory evidence to be the person whose that he/she executed the same in his/her authorized capacity, and that by Fof which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of t	the State of California that the foregoing paragraph is true and correct.
WITNESS my band and official seal.	
Signature Cathlews Coffee	CATHERINE COFFMAN COMM. # 1804484 TO
My Commission Expires: 6)27/20(2	NOTARY PUBLIC-CALIFORNIA OF ORANGE COUNTY MY COMM. Exp. JUXE 27, 2012
(Seal)	
Executed this 25 day of February	<u>1</u> , 20 <u>10</u> .
A 17 -	NIGEL CLARKE
State of <u>CALIFORNIA</u> )	
County of ORANGE	
On this 25 day of FCbruary, 2010, befor said county), personally appeared NIGEL CLARKE, who proved to in subscribed to the within instrument and acknowledged to me that he/she signature on the instrument the person, or the entity upon behalf of which	executed the same in his/her authorized capacity, and that by his/her
I certify under PENALTY OF PERJURY under the laws of the	e State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.	
Signature College Collynum	CATHEDINE COPERAD
Signature CUMUML COMMUM  My Commission Expires. 6/27/2012	CATHERINE COFFMAN COMM. # 1804464 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY MY COMM. Exp. JUNE 27, 2012
Signature CUMUM COMMUM  My Commission Expires. 6/27/2012  (Seal)	CATHERINE COFFMAN COMM. # 1804464 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. Exp. June 27, 2012

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**RECORDED: 08/09/2011**