

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

CTL Analyzers, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 23, 2004

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other New Assignee's Address: #016025/0632

2. Name and address of receiving party(ies)

Name: CTL Analyzers, LLC

Internal Address: _____

Street Address: 20521 Chagrin Boulevard

City: Shaker Heights

State: OH

Country: USA Zip: 44122

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

7,598,093

Additional numbers attached? ☐ Yes ☒ No

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

Name: D. Benjamin Borson, Ph.D.

Internal Address: Suite 200

Street Address: 1078 Carol Lane

City: Lafayette

State: CA Zip: 94549

Phone Number: (925) 310-2060

Fax Number: (925) 310-2061

Email Address: bborson@borsonlaw.com

6. Total number of applications and patents involved: one

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 504089

Authorized User Name D. Benjamin Borson, Ph.D.

9. Signature:

D. Benjamin Borson
Signature

August 29, 2011

Date

D. Benjamin Borson, Ph.D.
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 026825 FRAME: 0211

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DS

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ET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Customer No. 23910

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Paul V. Lehmann Alexey Y. Karulin Thomas Oliver Kleen</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>CTL Analyzers, LLC</u></p> <p>Address: <u>10515 Carnegie Avenue</u> <u>Suite 501</u> <u>Cleveland, Ohio 44106</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>11/23/04</u></p>	<p>4. Application number(s) or patent number(s): A. Patent Application No.: 10/897,767 B. Confirmation No.: 2059 Title: NANOPARTICLE AND MICROPARTICLE BASED DETECTION OF CELLULAR PRODUCTS</p> <p>Filed Date: <u>July 22, 2004</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If this document is being filed together with a new application, the execution date of the application is: _____</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>D. Benjamin Borson, Ph.D.</u></p> <p>Address: <u>Fliesler Meyer LLP</u> <u>Four Embarcadero Center, Fourth Floor</u> <u>San Francisco, CA 94111</u></p> <p>Telephone: <u>(415) 362-3800</u></p>	<p>6. Total Number of applications and patents involved: <u>1</u> X \$40.00 each</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input type="checkbox"/> Check Enclosed</p> <p>8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325. Copy. (A duplicate copy of this authorization is <u>not</u> enclosed.)</p>
<p>9. Statement and signature. <i>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.</i></p> <p><u>D. Benjamin Borson, Ph.D.</u> <u>D. Benjamin Borson</u> <u>November 23, 2004</u> Attorney (Reg. No.: 42,349) Signature Date</p>	
<p>10. Total number of pages to be recorded: <u>4</u> (1 page cover sheet and <u>3</u> page document).</p>	

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Attorney Docket No.: CLTL 1005 US1 DBP
dbb/CLTL/1015 US1.011.Assignment Cover Sheet.wpd

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PATENT
REEL: 026825 FRAME: 0212

ASSIGNMENT FROM JOINT INVENTORS TO LIMITED LIABILITY COMPANY

WHEREAS, the undersigned Inventors:

- (1) Paul V. Lehmann
a resident of 2473 Arlington Road, Cleveland Heights, Ohio 44118, United States; and
- (2) Alexey Y. Karulin
a resident of 200 Fox Hollow Drive, #212, Mayfield Heights, Ohio 44124, United States; and
- (3) Thomas Oliver Kleen
a resident of 2109 Remrock Road, Cleveland, Ohio 44118, United States

have invented certain new and useful improvements in:

Nanoparticle and Microparticle Based Detection of Cellular Products

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention having been filed on the 22nd day of July 2004, and assigned U.S. Patent Application No. 10/897,767.

WHEREAS CTL Analyzers, LLC (hereinafter termed "Assignee"), a limited liability company of the State of Ohio, having a place of business at 10515 Carnegie Avenue, Suite 501, Cleveland, Ohio 44106, State of Ohio, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"); and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying

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Attorney Docket No.: CLTL-1005US1
dbb/wpcltd/1005US1/010 Assignment.wpdAssignment.002.wpd

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with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

11/23/2009
Date

(1) 
Paul V. Lehmann (Inventor's Signature)

State of OHIO

County of CUYAHOGA

On NOVEMBER 23, 2009 before me, KEITH E. BLAHA, Jr., Notary Public
(name and title of officer)

personally appeared PAUL V. LEHMANN, 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.

WITNESS my hand and official seal.

Signature 

KEITH E. BLAHA, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 R. C.

11/23/2004
Date

(2) 
Alexey Y. Karulin (Inventor's Signature)

State of OHIO
County of CUYAHOGA

On NOVEMBER 23, 2004 before me, KEITH E. BLAHA, A NOTARY PUBLIC
(name and title of officer)
personally appeared Alexey Y. Karulin 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.

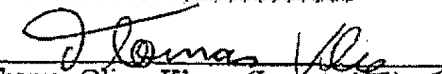
WITNESS my hand and official seal.

Signature 

KEITH E. BLAHA, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.

Section 147.03 & E.

11/23/04
Date

(3) 
Thomas Oliver Kleen, (Inventor's Signature)

State of OHIO
County of CUYAHOGA

On NOVEMBER 23, 2004 before me, KEITH E. BLAHA, A NOTARY PUBLIC
(name and title of officer)
personally appeared THOMAS KLEEN 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.

WITNESS my hand and official seal.

Signature 

KEITH E. BLAHA, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 & E.