

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SmithKline Beacham plc	08/16/1999
SmithKline Beacham Corporation	08/16/1999
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:	13312882
CORRESPONDENCE DATA	
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Correspondent Name:	Foley & Lardner LLP
Address Line 1:	PO Box 80278
Address Line 4:	San Diego, CALIFORNIA 92138
ATTORNEY DOCKET NUMBER:	054769-2013
NAME OF SUBMITTER:	Anthony C. Kuhlmann
Total Attachments: 4 source=054769_2013_Assn_Smith_Quest_13Dec2011#page1.tif source=054769_2013_Assn_Smith_Quest_13Dec2011#page2.tif source=054769_2013_Assn_Smith_Quest_13Dec2011#page3.tif source=054769_2013_Assn_Smith_Quest_13Dec2011#page4.tif	

OP \$40.00 13312882

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office

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):

**SmithKline Beacham plc
SmithKline Beacham Corporation**

Additional conveying party(ies) **NO**

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

**Quest Diagnostics Investments Incorporated
300 Delaware Avenue
Wilmington, Delaware 19899**

Additional name(s) & address(es) attached? **NO**

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

8/16/1999; 8/16/1999

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):

13/312,882

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**

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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

12/13/11

Name of person signing

Signature

Date

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

PATENT ASSIGNMENT

WHEREAS, SmithKline Beecham plc, a public limited company registered under the laws of England, with an address of One New Horizons Court, Great West Road, Brentford, Middlesex TW8 9EP, England, and SmithKline Beecham Corporation, a Pennsylvania corporation, with an address of One Franklin Plaza, Philadelphia, Pennsylvania, 19101 (hereinafter "Assignor"), own all right, title, and interest in and to the U.S. and foreign patents and patent applications set forth in Appendix A, and all rights therein provided by international conventions or treaties, and the invention(s) disclosed and claimed therein, and any applications that rely on one or more of the patents and patent applications set forth in Appendix A for priority, including, with respect to all of the foregoing, any and all divisionals, continuations, continued prosecution applications, continuations-in-part, reissues, reexaminations thereof as well as all foreign counterparts thereof, together with all patents issuing on any of the aforesaid applications for a patent (collectively "the Patents and Applications"): and

WHEREAS, Quest Diagnostics Incorporated, a Delaware corporation, with an address of One Malcolm Avenue, Teterboro, New Jersey, 07608 (hereinafter "Assignee"), desires to acquire Assignor's entire right, title, and interest in and to the invention(s), in all countries throughout the world, and in and to the Patents and Applications.

WHEREAS, Assignor makes this Assignment pursuant to the Stock and Asset Purchase Agreement between Assignor and Assignee dated February 9, 1999, as amended (the "Stock and Asset Purchase Agreement"), pursuant to which Assignee purchased the Business (as defined therein) from Assignor.

NOW THEREFORE, for the consideration stated in the Stock and Asset Purchase agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. As of the Closing Date (as defined in the Stock and Asset Purchase Agreement), Assignor does hereby sell, assign, and transfer, and cause its Affiliates (as defined in the Stock and Asset Purchase Agreement) to sell, assign and transfer unto Assignee the entire right, title and interest in and to the Patents and Applications, and the invention(s) claimed therein, and Assignor hereby authorizes and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents, to issue all Letters Patent for the Patents and Applications to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

2. Except as expressly provided in the Stock and Asset Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Patents and Applications.

Upon Assignee's request and at Assignee's expense, Assignor will take all actions and execute all documents reasonably necessary to perfect the interest assigned hereby.

SmithKline Beecham plc

By: Donald F. Parmm
Name: Donald F. Parmm
Title: Authorized Signatory
Date: August 16, 1999

SmithKline Beecham Corporation

By: Donald F. Parmm
Name: Donald F. Parmm
Title: Secretary
Date: August 16, 1999

APPENDIX A

Apparatus and Process: (automated apparatus for subjecting samples to tests, particularly for subjecting biological samples to clinical tests)

- U.S.S.N. 08/390463 filed 2/16/95; 08/460444 filed 6/2/95; 08/827212 filed 3/28/97; 08/663150 filed 2/3/97; 08/460459 filed 6/2/95; 08/xxxxxx filed 2/10/98; and all related and counterpart applications worldwide

Holder: holders for vials containing biological samples which are to be transported on the conveyer line of automated testing equipment)

- U.S.S.N. 08/776850 filed 2/4/97; 08/776850 filed 12/298; and all related and counterpart applications worldwide

Locking Mechanism: (for releasably locking together first and second apparatus)

- U.S.S.N. 08/776981 filed 7/24/96; 60/001382 filed 7/24/95; and all related and counterpart applications worldwide

Device: (apparatus for removing a closure from a container)

- U.S.S.N. 08/776849 filed 7/24/96; 08/776849 filed 1/5/98; 60/001379 filed 7/24/95; and all related and counterpart applications worldwide

Holding Device: (for loading and unloading test tubes from conveyor systems)

- U.S.S.N. 08/776851 filed 7/24/96; 60/001377 filed 7/24/95; and all related and counterpart applications worldwide

Universal Plug: (for closing various container diameters of sample containers)

- U.S.S.N. 60/030859 filed 11/12/96; and all related and counterpart applications worldwide

Fluorescence Energy Transfer by Competitive Hybridization

- U.S.S.N. 09/031087 filed 2/26/98; 60/039583 filed 2/28/97; and all related and counterpart applications worldwide

Automated Specimen Processing System for Clinical (automating the testing of specimens for the presence of microbes)

- U.S.S.N. 60/041822 filed 4/3/97; 60/078636 filed 3/19/98; and all related and counterpart applications worldwide

Automated Centrifuge Loading Device

- U.S.S.N. 09/111898 filed 7/8/98; 09/217792 filed 12/21/98; 60/053260 filed 7/21/97; and all related and counterpart applications worldwide

Reagent and Method for Detecting an Adulterant in an Aqueous Sample

- U.S.S.N. 60/123,299, Filed 04 March 1999 and all related counterpart applications worldwide

Automation-friendly Security Labels for Specimen Container

- U.S.S.N. 09/289,354; Filed 09 April 1999 (not yet foreign filed). SBCL, Inc. is a co-owner by assignment with Capital Vial Inc.

Automatic On-Site Drug Testing System

- U.S.S.N. 09/296,075; filed 21 1999 (not yet foreign filed).

A Collection Cup for an Automatic On-Site Drug Testing System

- U.S.S.N. 09/295,583; filed 21 April 1999 (not yet foreign filed).