

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kerry L. Miller	01/17/2012
RECEIVING PARTY DATA	
Name:	Siemens Healthcare Diagnostics Inc.
Street Address:	1717 Deerfield Road
Internal Address:	Law and Patents
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13389761
CORRESPONDENCE DATA	
Fax Number:	8479416810
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	maria.g.salgado@siemens.com
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Address Line 4:	Iselin, NEW JERSEY 08830
ATTORNEY DOCKET NUMBER:	2009P04780WOUS
NAME OF SUBMITTER:	Maria Salgado
Total Attachments: 2 source=2009P04780WOUS#page1.tif source=2009P04780WOUS#page2.tif	

CH \$40.00 13389761

## ASSIGNMENT

I, Kerry L. Miller, residing at 20 Fox Run Road, Elkton, MD 21921, a **citizen of the United States**; hereinafter referred to as Assignor(s), (A) hereby acknowledge having previously assigned, sold and transferred to **Siemens Healthcare Diagnostics Inc.**, a Corporation organized and existing under the laws of **California**, having its principal place of business at **1717 Deerfield Road, P.O. Box 778, Deerfield, Illinois 60015-0778**, (hereinafter referred to as Assignee), its successors, assigns and legal representatives, or to a predecessor of Assignee, pursuant to a Patent & Secrecy Agreement or similar legal document such as, without limitation, an employee agreement executed at the time of entering into the employment of, or executed as a condition of continuing employment with, the Assignee or a predecessor of the Assignee, the entire right, including any and all priority rights, title and interest, in and for the United States and all foreign countries, in and to any and all inventions which are disclosed in the below-identified application for United States Letters patent (in which case, any provision of the subject Assignment that is in conflict with or is in addition to any provision in the prior assignment(s) shall govern, take precedence, and be of legal effect), or (B)(i) to the extent such Patent & Secrecy Agreement or similar legal document failed or fails, in whole or part, to have assigned, sold or transferred the entire right, title and interest, in and for the United States and all foreign countries, in and to all inventions which are disclosed in the below-identified application for United States Letters patent, or (ii) if no such agreement(s) exist assigning, selling or transferring any such right, title or interest; then for good and valuable consideration, Assignor(s) now and hereby assign, sell and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest, in and for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters patent, which has been executed by the undersigned concurrently herewith, and is entitled:

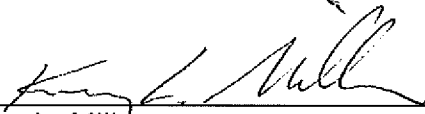
### **METHODS AND APPARATUS FOR ASCERTAINING INTERFERENTS AND PHYSICAL DIMENSIONS IN LIQUID SAMPLES AND CONTAINERS TO BE ANALYZED BY A CLINICAL ANALYZER**

Assignor(s) above acknowledgment or assignment also includes all right, title and interest in and to said application and all applications claiming priority to said application, including, without limitation, all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said inventions;


Assignor(s) agree that Assignee may apply for and receive Letters Patent for said inventions in its own name or that of its designee;

Assignor(s) agree that, at the request of the Assignee and, without charge to but at the expense of said Assignee, Assignor(s) will carry out in good faith the intent and purpose of this Assignment; execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to Assignee, all facts known to the undersigned relating to said inventions and the history thereof; and generally do everything possible which Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions, and all applications for patents and all patents on inventions in said Assignee;

Assignor(s) covenant with Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

  
Kerry L. Miller

Date: 1/17/2012

  
Cynthia G. Tymeson  
Assistant Secretary,  
Siemens Healthcare Diagnostics Inc.

Date: 01/17/2012