## 502550340 10/29/2013

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2595908

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
BECTON, DICKINSON AND COMPANY	09/20/2013

### **RECEIVING PARTY DATA**

Name:	ARBOR VITA CORPORATION	
Street Address:	6611 DUMBARTON CIRCLE	
City:	FREMONT	
State/Country:	CALIFORNIA	
Postal Code:	94555	

### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	11985547	

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	34170-707.201	
NAME OF SUBMITTER:	NATALIE MORGAN	
Signature:	/Natalie Morgan/	
Date:	10/29/2013	

**Total Attachments: 1** 

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PATENT REEL: 031503 FRAME: 0526 TCH \$40.00 1198554

#### CORPORATE TO CORPORATE ASSIGNMENT

WHEREAS, Becton, Dickinson and Company, a corporation of the State of New Jersey, having a place of business at 1 Becton Drive, Franklin Lakes, New Jersey 07417 (hereinafter "BD"), owns rights, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") entitled:

Docket Number: 34170-707.201

## METHOD OF EFFICIENT EXTRACTION OF PROTEIN FROM CELL

for which Application No. 11/985,547 was filed on November 14, 2007 in the United States Patent Office, hereinafter "Application." The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application.

WHEREAS, Arbor Vita Corporation, a corporation of the State of <u>California</u>, having a place of business <u>at 6611 Dumbarton Circle</u>, <u>Fremont</u>, <u>California 94555</u>, (hereinafter, "Arbor Vita") and <u>BD</u> (together, "Assignees"), are desirous of jointly acquiring the entire right, title and interest in and to said Inventions, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by the inventor(s) of said Inventions, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by BD to have been received in full from Arbor Vita:

- 1. BD does hereby sell, assign, transfer and convey unto each of said Assignees a joint interest in the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Applications; (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Applications; (d) in and to said Patents and each and every patent issuing or reissuing from any of the foregoing; (e) in and to in and to each and every reissue, reexamination, or extensions of any kind of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.
- Assignees hereby covenant and agree to reasonably cooperate so that both parties enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting the right, title and interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignees, their successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.
- 4. BD hereby warrants and represents that BD has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. BD hereby requests that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignees, or their successors and assigns, for the sole use of said Assignees, their successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, BD has executed and delivered this instrument to said Assignees as of the date written below.

Authorization Statement: The undersigned is duly authorized to execute this document on behalf of the Assignor.

Date: September 20. 2013	ASSIGNOR/ASSIGNEE  By:  Name: David W. Highet
	Title: Vice President and Chief Intellectual Property Counsel
RECEIVED AND AGREED TO BY ASSIGNEE:	
Date: 10/21/2013	Ву:
	Name:
	Title:

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