

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3889900

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ERIC M. GRACE	04/10/2016
THYS MÜLLER	04/11/2016
RECEIVING PARTY DATA	
Name:	BECKMAN COULTER, INC.
Street Address:	250 S. KRAEMER BLVD.
City:	BREA
State/Country:	CALIFORNIA
Postal Code:	92821
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29505633
CORRESPONDENCE DATA	
Fax Number:	(415)358-4235
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4152737557
Email:	lehrlich@kilpatricktownsend.com
Correspondent Name:	LESLIE EHRLICH
Address Line 1:	TWO EMBARCADERO CENTER, SUITE 1900
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	087904-0965906
NAME OF SUBMITTER:	LESLIE EHRLICH
SIGNATURE:	/Leslie Ehrlich/
DATE SIGNED:	05/25/2016
Total Attachments: 4	
source=Assignment_087904-0965906#page1.tif	
source=Assignment_087904-0965906#page2.tif	
source=Assignment_087904-0965906#page3.tif	
source=Assignment_087904-0965906#page4.tif	

ASSIGNMENT
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

“DIAGNOSTIC DEVICE,”

filed with the U.S. Patent & Trademark Office on December 24, 2015

and assigned serial no. 29/505,633.

For and in consideration of the payments for my employment including any payments under separate agreements and other valuable consideration, the receipt and sufficiency of which we acknowledge, we:

1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Beckman Coulter, Inc., a Delaware corporation having a principal place of business at 250 South Kraemer Boulevard, Brea, CA 92821 (“Assignee”), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of

ASSIGNMENT

U.S. Serial No. 29/505,633

Attorney Docket No. 087904-031900US-0965906

Beckman Coulter Docket No. 15US0041-US

Page 2 of 2

this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

(d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.

2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our signatures.

Signature: _____

Eric M. Grace

Date: _____

10 Apr, 2016

Signature: _____

Thys Müller

Date: _____

KILPATRICK TOWNSEND 68181441.1

ASSIGNMENT
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

“DIAGNOSTIC DEVICE,”

filed with the U.S. Patent & Trademark Office on December 24, 2015

and assigned serial no. 29/505,633.

For and in consideration of the payments for my employment including any payments under separate agreements and other valuable consideration, the receipt and sufficiency of which we acknowledge, we:

1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Beckman Coulter, Inc., a Delaware corporation having a principal place of business at 250 South Kraemer Boulevard, Brea, CA 92821 (“Assignee”), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of

ASSIGNMENT

U.S. Serial No. 29/505,633

Attorney Docket No. 087904-031900US-0965906

Beckman Coulter Docket No. 15US0041-US

Page 2 of 2

this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

(d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.

2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our signatures.

Signature: _____

Eric M. Grace

Date: _____

Signature: _____

Thys Müller

Date: 04/11/16