

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4211835

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHARLES W. JOHNS	01/05/2017
THOMAS KRAFCZYK	09/07/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BECKMAN COULTER, INC.
<b>Street Address:</b>	250 S. KRAEMER BLVD.
<b>City:</b>	BREA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92821
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29572596
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	4152737557
<b>Email:</b>	lehrlich@kilpatricktownsend.com
<b>Correspondent Name:</b>	LESLIE EHRLICH
<b>Address Line 1:</b>	TWO EMBARCADERO CENTER, SUITE 1900
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111
<b>ATTORNEY DOCKET NUMBER:</b>	087904-1005459
<b>NAME OF SUBMITTER:</b>	LESLIE EHRLICH
<b>SIGNATURE:</b>	/Leslie Ehrlich/
<b>DATE SIGNED:</b>	01/05/2017
<b>Total Attachments: 4</b>	
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source=Assignment_087904-1005459#page4.tif	

**ASSIGNMENT**  
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a design patent application entitled

“SAMPLE TUBE RACK DESIGN”

the specification of which is provided with this Assignment and identified by the Attorney Docket No. above. (Serial No. 29/572,596 filed on July 28, 2016).

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

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: Charles W. Johns  
Charles W. Johns

Date: 05 JANUARY 2017

Signature: \_\_\_\_\_  
Thomas Krafczyk

Date: \_\_\_\_\_

68639947V.1

**ASSIGNMENT**  
(Patent Application)

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  - (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

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SAMPLE TUBE RACK DESIGN

Attorney Docket No. 087904-1005459 (032200US)

Beckman Coulter Docket No. 16EU0007-US

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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.

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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: \_\_\_\_\_  
Charles W. Johns

Date: \_\_\_\_\_

Signature: Thomas Krafczyk  
Thomas Krafczyk

Date: 07-Sept-2016

68639947V.1