

12-18-2003

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE4



102628687

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings => => =>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Biotek Solutions, Inc. *10.10.03*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - California

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Ventana Medical Systems, Inc.
 Internal _____
 Address: _____
 Street Address: 1910 Innovation Park Drive
 City: Tucson State: AZ Zip: 85737

Individual(s) citizenship _____
 Association _____
 General partnership _____
 Corporation-State _____ Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 26, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
1,994,399

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Glenn Spencer Bacal
 Internal Address: Quarles & Brady
Streich Lang, LLP

 Street Address: One Renaissance Square
Two North Central Avenue
 City: Phoenix State: AZ Zip: 85004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
17-0055

DO NOT USE THIS SPACE

9. Signature.
Glenn Spencer Bacal
 Name of Person Signing *Glenn Spencer Bacal for [initials]*
 Signature

October 10, 2003
 Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002882 FRAME: 0741

Docket No.:

97,032 97,048
97,031

FORM PTO-1094 (Modified)
(Rev. 6-93)
OMB No. 0661-0011 (exp. 4/04)
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TMOS/REV03

01-06-2003



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To the Honorable Commissioner of Pat.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Biotek Solutions, Inc. 2.14.01

- Individual(s)
- General Partnership
- Corporation-State of California
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 1/26/01

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

Name: Ventana Medical Systems, Inc.

Internal Address:

Street Address: 3865 N. Business Ctr. Drive

City: Tucson State: AZ ZIP: 85705

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Arizona
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,026,264
1,950,184
1,994,399

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David M. Frischkorn

Internal Address: McDonnell Boehnen Hulbert & Berghoff

Street Address: 300 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-2490

DO NOT USE THIS SPACE

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.

David M. Frischkorn

Name of Person Signing

Signature

2/13/01

Date

Total number of pages including cover sheet, attachments, and 3

ASSIGNMENT

WHEREAS, Biotek Solutions, Inc., a corporation organized under the laws of the State of California, located at 120 B Cremona Drive, Santa Barbara, California 93117 (hereinafter referred to as "BIOTEK SOLUTIONS"), is the owner of certain intellectual property rights which include without limitation any and all trademarks (including all goodwill associated therewith), trade names and other rights to relief for known or unknown past infringement, and all original records or other materials relating to the trademarks:

<u>Trademark Reg. No.</u>	<u>Attorney Docket No.</u>	<u>Mark</u>
2,026,264	97,032	CHEMMATE
1,950,184	97,048	TECHMATE
1,994,399	97,031	BIOTEK SOLUTIONS

including materials in the possession of Biotek Solutions, Inc.'s attorneys, agents, contractors or other third parties (hereinafter collectively referred to as the "Intellectual Property Rights");

WHEREAS, Ventana Medical Systems, Inc., a corporation organized under the laws of the State of Arizona, located 3865 North Business Center Drive, Tucson, Arizona 85705 (hereinafter referred to as "VENTANA"), desires to acquire the Intellectual Property Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BIOTEK SOLUTIONS has sold, assigned, and transferred, to VENTANA, its successors, legal representatives and assigns, *nunc pro tunc* as of February 26, 1996, BIOTEK SOLUTIONS' entire right, title and interest in the Intellectual Property Rights, including all good will associated with the above-identified trademarks, for its own use and the use of its successors, legal representatives, and assigns forever and to the full end of the term or terms for which the Intellectual Property Rights are or may be granted, as fully and entirely as the same would have been held and enjoyed by BIOTEK SOLUTIONS, had this Assignment not

been made;

AND for the same consideration, BIOTEK SOLUTIONS will, upon request of VENTANA, execute and deliver all papers and do such other legal acts as may be necessary to obtain and maintain proprietary rights in any and all countries and to vest title thereto in VENTNANA.

Date: 1/26/01

By: *John Patience*
Biotek Solutions, Inc.
John Patience, Chairman