

Docket No.:

97,032 97,048
97,031

FORM PTO-1084 (Modified)
(Rev. 8-93)
OMB No. 0661-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TMOS/REV03

05-10-2004



Tab settings

To the Honorable Commissioner of Pat.

102741994

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 No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

2/13/01

Name of Person Signing

Signature

Date

3

Total number of pages including cover sheet, attachments, and

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</u> <u>Reg. No.</u>	<u>Attorney</u> <u>Pocket 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

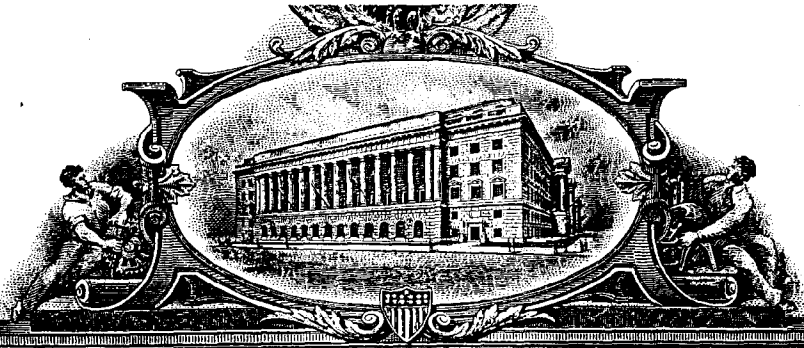
been made;

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

1040688



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

July 17, 2003

THE ATTACHED U.S. TRADEMARK REGISTRATION 1,994,399 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 10 YEARS FROM *August 20, 1996*
SECTION 8 PARTIAL & 15

SAID RECORDS SHOW TITLE TO BE IN:

VENTANA MEDICAL SYSTEMS, INC.
A ARIZONA CORPORATION



By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS

W. Montgomery
W. MONTGOMERY
Certifying Officer

TRADEMARK

REEL: 002965 FRAME: 0833

1 Delaware and not Arizona. At the time of the original assignment, Ventana Medical Systems,
2 Inc. was a corporation organized under the laws of Delaware, and it remains so. Ventana Medical
3 Systems, Inc., a corporation organized under the laws of Delaware, continues to be the correct
4 assignee of this registration.

5 Registrant respectfully requests, in accordance with TMEP 503.06 (b) and (c), that this
6 correction to the scrivener's error be noted at the Trademark Office and that the Trademark Office
7 records be corrected to reflect Delaware as the correct state of incorporation of Ventana Medical
8 Systems, Inc.

9 The undersigned being hereby warned that willful false statements and the like so made
10 are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false
11 statements may jeopardize the validity of this document, declares the he/she is properly
12 authorized to execute this document on behalf of the registrant; he/she believes the registrant to
13 be the owner of the above identified registration; the mark is in use in commerce; and all
14 statements made of his/her own knowledge are true and all statements made on information and
15 belief are believed to be true.

16 Dated this 27 day of June, 2003.

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20 Ventana Medical Systems, Inc.
21
22 By: John Patience
23 Name: JOHN PATIENCE
24 Title: Vice Chairman
25
26

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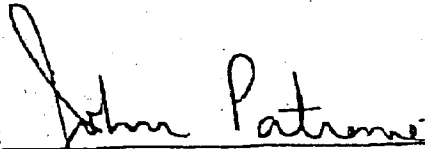
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By: 
Biotek Solutions, Inc.
John Patience, Chairman