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Daina J. Na	thanson	Jaina Watherian	10/26/99
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Application Nu	mber(s) or Patent Num	ber(s)	Mark if additional		
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Pate	ent Application Number(s)			Patent Num	ber(s)

PATENT REEL: 010346 FRAME: 0291

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby sell, assign and transfer to BINAX, INC., a Delaware corporation having a place of business at 217 Read Street, Portland, Maine, its successors and assigns, his entire right, title and interest in and to:

- Australian Patent Application No. PCT/AU97/00408 (the "Patent Application") and any 1. and all improvements which are disclosed in the Patent Application;
- 2. All divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or may be subsequently filed, in the United States or in any and all other countries, on any of such improvements:
- 3 All original and reissued patents which have been or may subsequently be issued in the United States or in any foreign country on such improvements; and
- All related intellectual property rights of the undersigned in or concerning the specific 4. claims of: (i) the Patent Application, (ii) any divisional, continuing, substitute, renewal, or reissue patent filed on any of improvements disclosed in the Patent Application, or (iii) any original and reissued patents issued on improvements disclosed in the Patent Application, whether or not patentable (such Patent Application and such related intellectual property rights identified in paragraphs 1-4, inclusive, being herein referred to as the "IP Rights");

**PROVIDED**, **HOWEVER**, that the undersigned reserves to himself, his heirs, assigns, representatives and successors, the rights described in that certain Collateral Assignment of Patent Rights of even date herewith.

The undersigned warrants and covenants that, except for the rights reserved to the undersigned, no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that he has the full right to convey the same as herein conveyed. The undersigned further warrants that, except for rights claimed by Binax, to his knowledge, he is the sole inventor of the improvements disclosed in the Patent Application.

The undersigned agrees, upon the reasonable request of the above-named assignee, and at such assignee's cost and expense, to execute, acknowledge and deliver all such further acknowledgments, assignments, transfers, conveyances, applications, registrations and consents as may be reasonably required for the assigning, transferring, granting, conveying the IP Rights to the above-named assignee, subject to the rights reserved by the undersigned.

This Assignment shall be binding on the heirs, assigns, representatives and successors of the undersigned and extend to and in favor of the successors, assigns and nominees of the above-named assignee.

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IN WITNESS WHEREOF, Howard M. Chandler has executed this Assignment as of the 23rd day of December, 1998.

Howard M. Chandler

3 FEBRUARY \_\_ , 1995

Personally appeared the above-named Howard M. Chandler and states that the foregoing is his free act and deed.

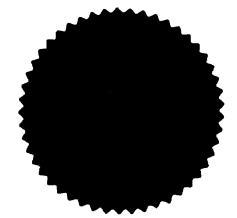
Notary Public

ACCEPTED BY ASSIGNEE AS OF THE DATE ABOVE WRITTEN:

BINAX, INC.

Rogen N. Piasio President and CEO

P: CPB\*CHANDLER\*Binax Assign.WPD



PATENT REEL: 010346 FRAME: 0293