

03-29-2001



101652833

PATENT RECORDAI

3-13-01

COVER SHEET

Attorney Docket No.

D12-12-0001

Please record the attached

MAR 13 2001

To the Honorable Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies):
 (1) DiaSorin International Inc.
 (2)
 (3)

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

2. Name and address of receiving party(ies):
 Name: DiaSorin srl
 Internal Address:
 Street Address: Via Crescentino
 City Saluggia (VC) Country ITALY ZIP 13040

Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of Conveyance:

[x] Assignment [] Merger
 [] Security Agreement
 [] Change of Name [] Other _____

Execution Date: November 6, 2000

4A. Application No. (s)
09/537,349

If this document is being filed together with a new application, the execution date(s) of the Declaration of the application is: _

Additional numbers attached? [] Yes [X] No

4B. Patent No. (s)

Additional numbers attached? [] Yes [X] No

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

Name: Judson K. Champlin
 Street Address: Westman, Champlin & Kelly, P.A
Suite 1600
International Centre
900 Second Avenue South
 City: Minneapolis State: MN ZIP 55402

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41):\$ 40.00

8. Method of Payment
 [X] Enclosed
 [X] The Director is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 23-1123.

03/29/2001 DE 12-12-0001 09537349
 40.00 00
 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.

Judson K. Champlin
 Name of Person Signing

[Signature] Date March 9, 2001 Total number of pages submitted: [7]

ASSIGNMENT OF PATENTS, COPYRIGHTS
AND KNOW-HOW USED IN THE BUSINESS

THIS AGREEMENT is made this 6th day of November, 2000 by and among Atlantic Antibodies, Inc. ("Atlantic"), DiaSorin Inc. ("DiaSorin"), DiaSorin International Inc. ("DII"), Sienna Biotech Inc. ("Sienna"), (referred to collectively herein as "Assignors") and each having a place of business at 1990 Industrial Boulevard, Stillwater, MN 55085 and DiaSorin srl ("Assignee") having a place of business at Via Crescentino, 13040 Saluggia (VC), Italy.

WHEREAS,

By an Agreement dated August 2, 2000 as amended as of the date hereof (the "Purchase Agreement") each of the Assignors agreed to sell and Assignee agreed to purchase for the consideration set forth in the Purchase Agreement the intellectual property rights, including, without limitation, patents and patent applications ("Patents and Patent Applications") used in the Business as the term is defined in Section 1.1 of the Purchase Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Patents and Patent Applications

1.1 The Patents and Patent Applications of DiaSorin being assigned are listed in Schedule 1.1 to this Agreement.

1.2 The Patents and Patent Applications of DII being assigned are listed in Schedule 1.2 to this Agreement.

1.3 The Patents and Patent Applications of Sienna being assigned are listed in Schedule 1.3 to this Agreement.

1.4 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the Patents and Patent Applications, including, but not limited to, the Patents and Patent Applications set forth on Schedules 1.1-1.3 hereof, throughout the world and the inventions and designs covered thereby, including the right to claim priority and the right to any continuation, division, or substitute application thereof and the right to any reissue, restoration, extension or reexamination of any patent thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made; together with all claims by Assignors for damages by reason of past infringement of the Patents with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

1.5 Assignors agree that when requested by Assignee each Assignor will execute all documents necessary or desirable to properly vest full right, title and interest in and to all Patents and Patent Applications throughout the world in the name of Assignee or which, in the sole judgment of Assignee, may be necessary to, at Assignee's expense, obtain, maintain, issue or enforce said Patents and Patent Applications.

2. Copyrights

2.1 Assignors hereby assign to Assignee all right, title, and interest in all copyrightable material, owned or controlled by each Assignor, used primarily in the Business.

2.2 Assignors agree to execute all papers and perform all other acts necessary to assist Assignee to obtain and register or otherwise perfect rights to copyrights on such materials in any and all countries.

3.0 Know-How Rights

3.1 Assignors hereby assign to Assignee all right, title and interest in all know-how owned or controlled by each Assignor used in the Business. Assignors shall be deemed to have disclosed to Assignee all such know-how by transferring to Assignee or its Affiliates all existing documents (written or in electronic form) embodying or disclosing the know-how or via personnel of Assignors hired or otherwise engaged by Assignee or one of its Affiliates.

4.0 Other Matters

4.1 The execution, delivery and performance of this Agreement shall not in any manner whatsoever reduce, alter, amend or otherwise modify any of the provisions of the Purchase Agreement, including, without limitation, the representations and warranties contained therein.

4.2 Anything to the contrary in this Agreement notwithstanding, the rights and remedies and obligations of the parties for any breach of this Agreement shall in all respects be subject to and in accordance with the Purchase Agreement, including, without limitation, any provision relating to indemnification, breach of a warranty or any misrepresentation or breach of covenant.

4.2 Anything to the contrary in this Agreement notwithstanding, Assignee and Assignors shall each bear one-half of all transfer, recording and other similar taxes, fees and other similar charges arising from the rights transferred pursuant to this Agreement.

4.3 Assignee agrees that it is not relying upon any representations, warranties or statements of Assignors other than those contained in this Agreement or the Purchase Agreement.

4.4 This Agreement shall be governed by, and construed in accordance with the substantive laws of New Jersey without giving effect to conflicts of laws. Any dispute arising in connection with this Agreement which is not settled between the parties shall be settled by arbitration in accordance the dispute resolution provisions set forth in Section 10.19 of the Purchase Agreement.

4.5 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

4.6 Should the Purchase Agreement be terminated for any reason, this Agreement shall also be terminated and shall no longer have any effect.

[The remainder of this page has been intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents, Copyrights and Know-How Used in the Business as of the date first written above.

DiaSorin srl

By: _____
Name: Antonio Boniolo
Title:

Sienna Biotech Inc.

DiaSorin International Inc.

By: Frederick C. Paine
Name: Frederick C. Paine
Title: Vice President

By: Frederick C. Paine
Name: Frederick C. Paine
Title: Vice President

DiaSorin Inc.

Atlantic Antibodies, Inc.

By: Frederick C. Paine
Name: Frederick C. Paine
Title: Vice President

By: Frederick C. Paine
Name: Frederick C. Paine
Title: Vice President

State of New Jersey)
County of Essex) ss.:

On this 10th day of Nov, 2000, before me personally appeared Frederick C. Paine, to me known, and for purposes hereof an authorized representative of Atlantic Antibodies, Inc., DiaSorin Inc., DiaSorin International Inc., and Sienna Biotech Inc., the Assignors above named, and who being by me duly sworn acknowledged that he executed the foregoing Assignment of Patents, Copyrights and Know-How Used in the Business Agreement on behalf of said Assignors, individually and collectively, and pursuant to authority duly received.

[Notarial Seal]

Susan L Furman
Notary Public

SUSAN L FURMAN
Notary Public, State of New Jersey
No. 25307
Qualified in Union County
Commission Expires March 25, 2004

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents, Copyrights and Know-How Used in the Business as of the date first written above.

DiaSorin srl

X By: [Signature]
Name: Antonio Boniolo
Title: Chief Executive Officer

Sienna Biotech Inc.

DiaSorin International Inc.

By: _____
Name: Frederick C. Paine
Title: Vice President

By: _____
Name: Frederick C. Paine
Title: Vice President

DiaSorin Inc.

Atlantic Antibodies, Inc.

By: _____
Name: Frederick C. Paine
Title: Vice President

By: _____
Name: Frederick C. Paine
Title: Vice President

State of _____)
County of _____) ss.:

On this ____ day of _____, 2000, before me personally appeared Frederick C. Paine, to me known, and for purposes hereof an authorized representative of Atlantic Antibodies, Inc., DiaSorin Inc., DiaSorin International Inc., and Sienna Biotech Inc., the Assignors above named, and who being by me duly sworn acknowledged that he executed the foregoing Assignment of Patents, Copyrights and Know-How Used in the Business Agreement on behalf of said Assignors, individually and collectively, and pursuant to authority duly received.

[Notarial Seal] _____
Notary Public