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Tab settings

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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Unipath Limited

5-13-02

2. Name and address of receiving party(ies)

Name: Inverness MedicalSwitzerland GmbHAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

c/o Ernst & YoungStreet Address: Bundesplatz 1KH 6300 ZugSWITZERLAND

City: _____ State: _____ Zip: _____

Execution Date: May 2, 2002Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

08/388,14108/932,058

B. Patent No.(s)

5,989,926Additional numbers attached? ☒ Yes ☐ No

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

Name: Marina T. Larson, Ph.DInternal Address: Oppedahl & Larson LLPStreet Address: P.O. Box 5068City: Dillon State: CO Zip: 804356. Total number of applications and patents involved: 97. Total fee (37 CFR 3.41).....\$ 360.00

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Authorization Attached



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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.*Marina T. Larson

Name of Person Signing

Marina T. Larson

Signature

May 3, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

05/20/2002 LNUELLER 00000094 08388141

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
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REEL: 12896 FRAME: 0669

RECORDATION FORM COVER SHEET (Continued)

4. Patent Numbers

6,235,241

Des. 379,662

Des. 394,317

Des. 379,663

Des. 380,837

Des. 380,900

THIS ASSIGNMENT OF PATENTS is made on **MAY 2**, 2002

BETWEEN:

- (1) **UNIPATH LIMITED** (registered number 417198) whose registered office is at Stannard Way, Priory Business Park, Bedford MK44 3UP (the "**Assignor**"); and
- (2) **INVERNESS MEDICAL SWITZERLAND GmbH** whose corporate home is at Ernst and Young AG, Bundesplatz 1, KH-6300 ZUG, Switzerland (the "**Assignee**")

WHEREAS:

- (A) The Assignor is the registered proprietor of the patents and patent applications listed in the Schedule to this assignment (the "**Patents**").
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms of this assignment.

THIS ASSIGNMENT WITNESSES as follows:

1. In consideration of the sum of £1, (receipt of which is acknowledged), the Assignor with full title guarantee assigns to the Assignee its entire right, title and interest in the Patents.
2. This assignment includes all rights and benefits relating to the Patents including (without limitation) the right of the Assignee to bring action and claim relief in respect of any infringement of the Patents or unauthorised use of the Patents whether occurring before, on or after the date of this assignment (including without limitation the right to sue and recover damages for past infringement).
3. The Assignor shall transfer to the Assignee the Assignor's files, data, records and other information (including those in the possession of its agents) relating to the Patents, as soon as reasonably possible after the date of this assignment.
4. The Assignor agrees, at the request and expense of the Assignee, to execute any further documents and do all things which may be necessary to give effect to this assignment including enabling the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Patents.
5. The Assignee acknowledges that the Assignor does not, in this assignment, give any representation or warranty in respect of the Patents including, without limitation, that any applications will proceed to grant.
6. The Assignor agrees to give the Assignee, at the Assignee's expense, such assistance as the Assignee may reasonably require to enable or assist the Assignee to bring any action for infringement of the Patents or to defend any attack against their validity.
7. This assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Patents and to claim priority from those applications.
8. This assignment may be entered into in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this assignment.

9. This assignment is governed by and shall be construed in accordance with English law and the parties submit to the jurisdiction of the English courts for all purposes relating to this assignment.

THE SCHEDULE

Patents

Patent Number	Short Title	Filing Date	Patent Date	Territory
5,989,926	Recovery of and Uses of Specific Binding Agents	22/10/97	23/11/99	USA
6,235,241	Reading Devices and Assay Devices	14/5/98	22/5/01	USA
Des. 379,662	Combined Testing Instrument and Cap	22/3/95	3/6/97	USA
Des. 394,317	Combined Housing and Removable Cap of a Sample Analyzer	10/6/96	12/5/98	USA
Des. 379,663	Testing Instrument	22/3/95	3/6/97	USA
Des. 380,837	Test Result Reader	22/3/95	8/7/97	USA
Des. 380,900	Container	22/3/95	15/7/97	USA

Patent Applications

Application No:	Title of Patent Application	Date of Application	Territory
08/388,141	Reading Devices and Assay Devices	9/11/94	USA
08/352,457	Monitoring Methods and Devices	22/9/95	USA
08/932,058	Monitoring Methods and Devices and Test Kits	17/9/97	USA

AS WITNESS the hands of the parties (or their duly authorised representatives) on the date which appears first on page 1.

SIGNED by DAVID TOOLEY
For and on behalf of
UNIPATH LIMITED

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)

David Tooley
Director

SIGNED by PAUL T. HEMPOL
and RON ZWANZIGER
for and on behalf of INVERNESS
MEDICAL SWITZERLAND GmbH

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Paul T. Hempol
Manager

Ron Zwanziger
Manager