

A S S I G N M E N T

Serial No.: 29/174,931
Filed: January 27, 2003

WHEREAS (1) Simon G. KAAR, (2) Mary McEVOY, (3) John Christopher DAVIS, (4) Elizabeth A. MALONEY, (5) Paul Steven MONTGOMERY, (6) Victoria SLAKER, residing at (1) 52c Church Street, Inverness IV1 1EH, Scotland, U.K., (2) 1925 Arbor Avenue, Belmont, CA 94002, (3) 1435 Marlborough Avenue, Los Altos, CA 94024, (4) 3595 South Bascom Avenue #30, Campbell, CA 95008, (5) 61 Black Log Road, Kentfield, CA 94904, and (6) _____, respectively (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to

ANALYTE TEST METER

for which they have executed an application for a Design Patent of the United States; and

WHEREAS, INVERNESS MEDICAL LIMITED, a corporation existing under the laws of the United Kingdom, with a business address of Beechwood Park North, Inverness IV2 3ED, Scotland, U.K., (hereinafter called "Assignee"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Design Patents, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues

thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this _____ day of _____, 2003

Simon G. KAAR

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this _____ day of _____, 2003

Mary McEVOY

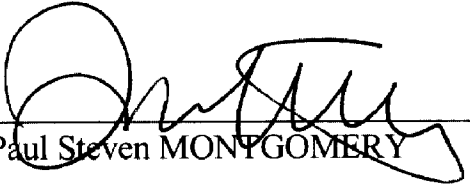
IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this _____ day of _____, 2003

John Christopher DAVIS

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this _____ day of _____, 2003

Elizabeth A. MALONEY

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 17 day of APRIL, 2003



Paul Steven MONTGOMERY

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this _____ day of _____, 2003

Victoria SLAKER