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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



102533892

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-22-03 Akzo Nobel N.V.

2. Name and address of receiving party(ies) Name: bioMérieux, Inc.

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

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name Other

Internal Address: Street Address: 100 Rodolphe Street City: Durham State: NC Zip: 27712

Execution Date: June 29, 2001

Additional name(s) & address(es) attached? [] Yes [x] 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)

B. Patent No.(s)

6,187,567

Additional numbers attached? [] Yes [x] No

2003 AUG 22 AM 8:48 OPR/FINANCE

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

Name: Samir R. Patel, Esq.

Internal Address: bioMérieux, Inc.

Patent Department

Street Address: 100 Rodolphe Street

City: Durham State: NC Zip: 27712

6. Total number of applications and patents involved? 8

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

[] Enclosed

[x] Authorized to be charged to deposit account

8. Deposit Account Number:

50-0364

(Attach duplicate copy of this page if paying by deposit account)

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.

Samir R. Patel - Reg. No. 44,998

Name of Person Signing 8167567

Signature

Date 8/20/03

08/25/2003 ECOOPER

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

6

AGREEMENT AND DEED OF TRANSFER OF PATENTS

between

1. **Akzo Nobel N.V.**, a public limited liability company (naamloze vennootschap) incorporated under the laws of the Netherlands, with its registered office at Velperweg 76, 6824 BM in Arnhem, hereinafter referred to as "Akzo Nobel";

and

2. **bioMérieux, Inc.**, a corporation incorporated under the laws of the State of Missouri, with its registered office at 595 Anglum Drive, Hazelwood, Missouri, 63042 USA, hereinafter referred to as "bioMérieux";

WHEREAS:

- a) Akzo Nobel and certain of its subsidiaries are the owners of all right, title and interest in and to the Patents (as defined in the Asset Purchase Agreement), including but not limited to all patents and patent applications as listed in **Attachment 1** hereto, with the economic ownership of the Patents being held by certain subsidiaries of Akzo Nobel, including Organon Teknika Corporation and Organon Teknika B.V.;
- b) Akzo Nobel and, to the extent necessary to transfer full ownership of the Patents, its subsidiaries (collectively, "Granting Parties") wish to transfer the ownership of the Patents to bioMérieux and bioMérieux wishes to accept this transfer;

HEREBY AGREE AND DECLARE AS FOLLOWS:

- 1. Granting Parties hereby transfer and agree to transfer to bioMérieux full ownership of all rights to the Patents (including but not limited to the right to sue for past and future damages) which transfer bioMérieux hereby accepts.
- 2. Granting Parties shall assist in the execution and delivery of all instruments, evidence or authorizations as may be required to effect or to formalize the transfer of the Patents. If, for whatever reason, the transfer of the Patents has not become effective, in full or in part, by the signing by both parties of this agreement and deed of transfer, both parties will promptly do whatever is necessary to fully effectuate the transfer to bioMérieux of the Patents. Granting Parties hereby covenant and agree that they will communicate to bioMérieux any facts known to them respecting the Patents and any underlying inventions and to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reexamination and reissue applications, and make all rightful oaths and generally do whatever is possible to aid bioMérieux in obtaining, continuing, securing, registering and enforcing the Patents.
- 3. Granting Parties hereby warrant and guarantee that at the date of entering into this agreement and deed of transfer:

PATENT

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(i) the rights to the Patents are free from any charges or other restrictions, are fully owned by Granting Parties and Granting Parties are fully entitled and authorized to transfer the ownership of all rights to the Patents to bioMérieux;

(ii) all necessary measures have been taken to preserve and maintain the Patents and all annuities for maintenance due on the Patents have been regularly paid to the date hereof.

4. All rights and claims regarding settlements, awards and tortuous acts relating to cases of infringement by third parties regarding the Patents are hereby, insofar not already paid to Granting Parties prior to the date of the signature of this Agreement, assigned to bioMérieux by Granting Parties, which assignment is hereby accepted by bioMérieux.
5. As of the date of this agreement and deed of transfer, all costs due and payable after that date in connection with the registration, maintenance and prosecution of the Patents shall be borne by bioMérieux.
6. In the event that any of the provisions of this agreement and deed of transfer is or becomes or shall be determined to be in violation of any statute, rule of law, governmental regulation, decree of a court of competent jurisdiction, or unenforceable for any reason in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, unless it can not be so amended without materially altering the intention of the parties, in which event it will be stricken, (ii) the validity, legality and enforceability of such provision will not in any way be effected or impaired thereby in any other jurisdiction, and (iii) the remainder of this agreement and deed of transfer shall continue in full force and effect.
7. This agreement and deed of transfer can not be terminated, rescinded or annulled.
8. This agreement and deed of transfer and all legal consequences resulting therefrom, or resulting from the further implementation thereof, will be governed by Dutch law and all disputes arising out of or in connection with this agreement and deed of transfer, including disputes concerning its interpretation, validity or application, shall be brought before the competent court in The Hague; provided, however, that the Patents will be governed by, and enforced in accordance with, the laws of the jurisdiction (if other than The Netherlands) in which they were issued.

IN WITNESS WHEREOF, this agreement and deed of transfer is executed in twofold on Page 43
2001 in Amman, Jordan

on behalf of **bioMérieux, Inc.**

Philippe Sans

Name:

Philippe SANS

Signature:

Johnes Jordan

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on behalf of Akzo Nobel NV

Name: JERRY S. MILLS
ATTORNEY IN FACT

Signature: *Jerry S. Mills*

[Handwritten signature]

Jerry S. Mills

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Schedule 1.1.(g)

PATENTS OTC/ABL

BA NUCLEIC ACID DIAGNOSTICS

CASE NO	SUBJECT	TITLE	INVENTOR(S)	APPROX. YEAR OF EXPIRY	OWNER
97308	CCR 5 mRNA NASBA	CCR 5 Transcription based amplification assay	Romano J. et al.	2011	ABL
97313	NASBA - Dengue virus	Isothermal transcription based assay for the detection and genotyping of dengue virus	Hurtseau G.J. et al.	2013	ABL
97332	Macrophage derived chemokine	Microphage derived chemokine (MDC) as an anti- viral agent for the treatment and prevention of lentovirus infection	Garzino-Demo A. et al.	2013	ABL
98346	NASBA chemokine	Isothermal transcription based amplification assay for the detection and quantification of macrophage derived chemokine RNA	Shurtliff R. et al.	2013	ABL
98354	MIP 1a, MIP 1b, Rantes, NASBA	Isothermal transcription based assay for the detection and quantification of chemokines rantes, MIP-1 alpha and MIP-1 beta	Williams K. et al.	2013	ABL
99491	In-situ amplification	Methods and reagents for in-situ amplification	Li, e: al.	2013	ABL

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Status Master List By Case Number Status changed : 01-Jan-1900 To: 20-Jun-2001 Page: 54

Case Number	Client(s)	Attorney	Department(s)	Inventor(s)	Country	Sub Case	Status	Application Number	Filing Date	Patent Number	Issue Date
1999.491	TEKN	Organon Teknika B.V. (91)	Nucleic Acid Diagnostics	L.Y. Hickman, K.L. Hurteau, G.J. Lee, E.M.	US	PH	Granted	09/387455	01-Sep-1999	6187567	13-Feb-2001
					WO		Pending	US00/23734	30-Aug-2000		

Title: Methods and reagents for In Situ amplification

Subject: Molecular tape

Keywords: ABL

In-SIV; Nasba