

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
EFFECTIVE DATE:	05/06/2004	
CONVEYING PARTY DATA		
Name		Execution Date
Randox Laboratories Limited		05/06/2004
RECEIVING PARTY DATA		
Name:	Ulster Bank Ireland Limited (service address: 11-16 Donegall Square East, Belfast, Ireland)	
Street Address:	Ulster Bank Group Centre	
Internal Address:	George's Quay	
City:	Dublin 2	
State/Country:	IRELAND	
Name:	Ulster Bank Limited	
Street Address:	11-16 Donegall Square East	
City:	Belfast	
State/Country:	IRELAND	
PROPERTY NUMBERS Total: 23		
Property Type	Number	
Patent Number:	6341182	
Patent Number:	6649128	
Patent Number:	6308751	
Patent Number:	6551851	
Patent Number:	6232090	
Patent Number:	6579707	
Patent Number:	6498010	
Application Number:	09389082	
Application Number:	09949756	

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PATENT
REEL: 014943 FRAME: 0728

Application Number:	10046728
Application Number:	10233419
Application Number:	09816225
Application Number:	10011300
Application Number:	10269884
Application Number:	10295700
Application Number:	10211411
Application Number:	10326771
Application Number:	10323850
Application Number:	10355348
Application Number:	10188796
Application Number:	10326742
Application Number:	10406224
Application Number:	10247437

CORRESPONDENCE DATA

Fax Number: (312)569-3468
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-569-1000
 Email: IPDOCKET@GCD.COM
 Correspondent Name: Mary Margaret Murray
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 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Mary Margaret Murray
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Total Attachments: 51

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DATED THIS

10th

DAY OF

May

2004

(1) RANDOX LABORATORIES LIMITED

(2) ULSTER BANK IRELAND LIMITED AND ULSTER BANK LIMITED

FIXED CHARGE ON PATENTS

MESSRS. JOHN McKEE & SON,
SOLICITORS,
HAMPDEN HOUSE,
55, ROYAL AVENUE,
BELFAST,
BT1 1FD.

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE DOCUMENT OF
WHICH IT PURPORTS TO BE A COPY

DATED THIS *10th* DAY OF *May* *2005*

John McKee & Son
JOHN McKEE & SON, SOLICITORS,
HAMPDEN HOUSE, 55 ROYAL AVENUE,
BELFAST, BT1 1FD

Date:

17th May 2004

Parties:

- (1) **Randox Laboratories Limited** whose registered office is at Ardmore, 55, Diamond Road, Crumlin, County Antrim (the "**Chargor**") a Company registered in Northern Ireland under Company Number NI 15738. .
- (2) **Ulster Bank Ireland Limited** having its registered office at Ulster Bank Group Centre, George's Quay, Dublin 2 and having an address for service in Northern Ireland at 11-16 Donegall Square East, Belfast and **Ulster Bank Limited** having its registered office at 11-16 Donegall Square East, Belfast (together the "**Lender**" which expression shall be interpreted in the manner referred to below).

Operative provisions

1. Definitions

1.1 In this Agreement:

"**CHARGED PROPERTY**" means the Patents and all other intellectual property and all other rights, title, interests and benefits referred to in Clause 3.

"**COLLATERAL INSTRUMENT**" means any negotiable or non-negotiable instrument, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contains or evidences an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance. -

"**CONFIRMATORY ASSIGNMENT**" means any assignment of any one or more of the Patents executed by the Lender (on behalf of the Chargor) under the Power of Attorney in accordance with the provisions of Clause 3.2.

"**DEBENTURE**" means the charge dated on or about the date of this Charge over the assets and undertakings of the Chargor in favour of the Lender.

"**DEFAULT RATE**" means 5 per cent per annum over the sterling base lending rate of Ulster Bank Limited Bank from time to time, such interest to be compounded monthly in default of punctual payment.

"**ENCUMBRANCE**" means any charge, (whether fixed or floating), pledge, lien, hypothecation, assignment, licence, trust arrangement or third party interest or security interest of any kind securing any obligation of any person or any other type of preferential arrangement (including without limitation title transfer and/or retention arrangements having a similar effect) but does not include liens arising in the ordinary course of trading by operation of law or licences created in the ordinary course of business of the Chargor.

"**ENFORCEMENT DATE**" means the date on which the Lender demands the payment or discharge of all or any part of the Secured Obligations.

"EXECUTED ASSIGNMENT" means the assignment of the Patents from the Chargor to the Lender in the form set out in Schedule 1 hereto executed by the Chargor on the date of this Charge that shall take effect in accordance with the terms of Clause 3.2

"INVENTIONS" means the inventions which are the subject of the Patents.

"LOAN AGREEMENT" means the loan facility letter from the Lender addressed to the Chargor dated on or about the date of this Charge as accepted by the Chargor, pursuant to which the Lender agrees to make available to the Chargor Facilities (as such term is defined in the Loan Agreement) (as the same may from time to time be varied, increased, extended or replaced).

"PATENTS" means the granted patents and the applications for patents details of which are set out in Schedule 2 to this Charge and all equivalents, prolongations, renewals, divisionals and extensions of the Patents and/or applications for the Patents.

"POWER OF ATTORNEY" means the power of attorney in the form set out in Schedule 3 hereto which shall be executed by the Chargor in favour of the Lender at the date hereof.

"RECEIVER" means any one or more receivers and/or managers appointed by the Lender pursuant to this Charge in respect of all or any of the Charged Property.

"SECURED OBLIGATIONS" means all moneys, obligations and liabilities covenanted to be paid or discharged by the Chargor under or pursuant to Clause 2.

"1881 Act" means the Conveyancing and Law of Property Act 1881.

- 1.2 The expression "Chargor" includes, where the context admits, their respective successors.
- 1.3 The expression "the Lender" shall mean either or both of Ulster Bank Ireland Limited and Ulster Bank Limited and each for their respective successors and assigns whether immediate or derivative and all obligations of the Chargor under this Charge shall be owed to each of Ulster Bank Ireland Limited and Ulster Bank Limited and may be enforced by them jointly or severally.
- 1.4 Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Charge.
- 1.5 A person who is not a party to this Charge has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy or acquire the benefit of any term of this Charge.
- 1.6 In this Charge, unless the context otherwise requires:
 - 1.6.1 references to clauses are to be construed as references to the clauses of this Charge;
 - 1.6.2 references to (or to any specified provision of) this Charge or any other document shall be construed as references to this Charge, that provision or

that document as in force for the time being and as amended in accordance with its terms or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this Charge or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Lender;

- 1.6.3 words importing the plural shall include the singular and vice versa;
- 1.6.4 references to a person shall be construed as including references to an individual, firm, company, corporation, trust, unincorporated body of persons, any state or any state agency; and
- 1.6.5 references to statutory provisions shall be construed as references to those provisions as replaced, amended, consolidated, extended or re-enacted from time to time and to any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

2. Covenant to pay

- 2.1 The Chargor hereby covenants that it will on demand pay to the Lender when due all moneys and discharge all obligations and liabilities now or may hereafter from time to time be due, owing or incurred by the Chargor to the Lender on any account whatsoever.

3. Charging clause

- 3.1 The Chargor as legal and beneficial owner as a continuing security to the Lender for the payment and discharge of the Secured Obligations hereby charges to the Lender by way of first fixed charge all the Chargor's rights, title, interest and benefit in each of the following:

- 3.1.1 the Patents;
- 3.1.2 all future applications for the Patents made by or on behalf of the Chargor in respect of any of the Inventions and all future rights of the Chargor to apply for patent or similar types of protection in any country of the world in relation to any of the Inventions and all patents granted hereinafter and from time to time in any country of the world as a result of any such applications and all prolongations, renewals, divisionals and extensions of any of the foregoing;
- 3.1.3 in respect of the subject matter of the Inventions;

3.1.3.1 all related registered designs, utility models, applications for any of them and the right to apply for any of them in any part of the world, in each case whensoever arising, and

3.1.3.2 all related confidential information, know-how, copyright and rights in the nature of copyright, design rights or any similar rights in any part of the world and,

in each case, all prolongations, renewals, divisionals and extensions of any of the foregoing;

3.1.4 all rights and interests howsoever arising and whether subsisting at the date of this Charge or acquired during the subsistence of this Charge in connection with the use, exploitation, marketing, sale and/or development by the Chargor of any of the Inventions, the Patents or the rights referred to under Clauses 3.1.2 or 3.1.3 above, including without limitation rights under any licence or contractual arrangement in respect of the use of the Inventions or under the Patents; and

3.1.5 all present and future rights and causes of action whenever and wherever accrued or to accrue to the Chargor during the subsistence of this Charge in respect of infringement anywhere in the world of any of the Patents or the rights referred to under Clauses 3.1.2 and/or 3.1.3 above, including without limitation causes of action arising under any licence or contractual arrangement in respect of the use of the Inventions;

3.2 The Lender, may in its absolute discretion, on or after the Enforcement Date:

3.2.1 execute, date and deliver the Executed Assignment (on behalf of itself and the Chargor) and deliver the same to any patent office at which the relevant patents are registered and applied for;

3.2.2 execute any Confirmatory Assignment (on behalf of itself and the Chargor), in respect of any of the Patents, for the purpose of confirming the terms of any Executed Assignment in such form as may be reasonably required by any patent office at which the relevant Patents are registered; and

3.2.3 register the Executed Assignment and/or any related Confirmatory Assignment in respect of all or any of the Patents or granted patents or patent applications as referred to in Clause 3.1.3 above then in existence.

4. Representations by Chargor

4.1 The Chargor represents and warrants to the Lender that:

4.1.1 the Chargor is and, in the case of the Charged Property that is charged or assigned under this Charge after the date of this Charge, will be, the sole legal and beneficial owner with full right and title to the Charged Property and that the same is free from any Encumbrance (other than the Charge and assignment hereby created);

- 4.1.2 the Patents subsist at the date of this Charge, are in force and have not been adjudged invalid or unenforceable, whether in whole or in part;
 - 4.1.3 Schedule 2 to this Charge lists all the Patents in relation to the Inventions beneficially owned by the Chargor as at the date of this Charge;
 - 4.1.4 there are no claims, judgments or settlements to be paid by the Chargor or claims or litigation pending in relation to any of the Charged Property; and
 - 4.1.5 to the best of the Chargor's knowledge, the exploitation of the Patents, or other of the Charged Property as at the date of this Charge, does not infringe any patents or other intellectual property rights held by any third party.
5. **Undertakings by the Chargor**
- 5.1 The Chargor undertakes to the Lender that during the subsistence of this Charge it shall, at the cost of the Chargor:
- 5.1.1 provide the Lender on request, and in any event no later than ten days following each of 31 December and 30 June with a written summary of the progress of the prosecution of each of the Patents in each country or region in which they have been filed and of all applications for patents filed by the Chargor (anywhere in the world) in respect of the Inventions since the creation of this Charge or the date of the last notification, as the case may be;
 - 5.1.2 notify the Lender forthwith on the coming to its knowledge of any material infringement, suspected infringement or any challenge to the validity of any of the Charged Property and supply the Lender with all relevant information in the Chargor's possession relating to such circumstances;
 - 5.1.3 if so requested by the Lender acting reasonably (but not otherwise) commence diligently and prosecute in the name of the Chargor (but at the discretion of the Lender) or (at the discretion of the Lender) allow the Lender in the Chargor's name and at the Chargor's reasonable expense to commence and/or prosecute such proceedings as may be reasonable in the circumstances and as may be commenced by or in the name of the Chargor and as may be necessary to prevent infringement or, as applicable, continued infringement of any of the Charged Property and/or to seek damages in respect of such infringement;
 - 5.1.4 do all such further acts, deeds and things and execute all such further documents, instruments and deeds as may be required to perfect the Lender's right or title or interest (in any jurisdiction) to the Charged Property, or any of it, forthwith on written request by the Lender;
 - 5.1.5 pay all renewal and other fees necessary for effecting, protecting, maintaining or renewing the Patents, the Charged Property and the registrations required under this Clause 5.1 before the latest time provided for such payment, and do all that is reasonably necessary to maintain the Charged Property and at the request of the Lender send or deliver to the

Lender the receipt for every such payment forthwith after the same shall have been made;

- 5.1.6 unless the Lender otherwise agrees in writing, the Chargor shall duly and promptly take all steps and actions as may be necessary or required to obtain granted patents of broad and effective scope in the UK and all other countries of the world in respect of the Patents or any aspect of any of the Inventions which is capable of being the subject of a patent;
 - 5.1.7 maintain a comprehensive detailed and up to date centralised record of the Charged Property (including details of the agents, if any, engaged in connection with Patents or applications for Patents that comprise any part of the Charged Property) and provide the Lender with a copy of such record forthwith on written request; and
 - 5.1.8 use its reasonable endeavours to maintain, protect and safeguard the Charged property throughout the world and all designs, drawings, diagrams, specifications and other documents and all records of whatsoever nature relating to the Charged Property from and against theft, loss, destruction, unauthorised access, copying or use.
- 5.2 The Chargor undertakes to the Lender that during the subsistence of this Charge it shall not, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed):
- 5.2.1 unless requested by a patent office or in response to a bona fide opposition to an application or Patent (and then only after full consultation with the Lender) apply to amend any Patent or any application for a patent in respect of the Inventions;
 - 5.2.2 except in the ordinary course of business grant any licence, right or interest under or in respect of any of the Charged Property to any person or entity;
 - 5.2.3 publish or otherwise disclose details of any of the Inventions, other than as a consequence of the ordinary course of patent prosecution, marketing or development;
 - 5.2.4 permit any person other than the Lender (or its nominees from time to time) or the Chargor to be registered as holder of any of the Charged Property or of any part thereof;
 - 5.2.5 create or permit to subsist any interest in, or any Encumbrance (other than in favour of the Lender) on or over the Charged Property or any part thereof;
 - 5.2.6 sell, transfer, assign or otherwise dispose of the Charged Property or any part thereof or interest in the Charged Property or attempt or agree so to do other than by way of licence created in the ordinary course of business; or
 - 5.2.7 do or cause or permit to be done anything which may in any material way depreciate, jeopardise or otherwise prejudice the value to the Lender of the Charged Property and/or the security over the Charged Property created by this Charge.

6. Further assurance

6.1 The Chargor shall at any time if and when required by the Lender execute such further Encumbrances and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time acting reasonably require over or in relation to all or any of the Charged Property and all rights relating to the Charged Property both present and future and any other transfers or documents that the Lender may from time to time acting reasonably require for perfecting its title to the same or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser, to secure the Secured Obligations or to facilitate realisation of the Charged Property or the exercise of the powers conferred on the Lender by this Charge.

6.2 Such further Encumbrances or assurances as are referred to in Clause 6.1 shall be prepared by or on behalf of the Lender at the reasonable cost of the Chargor and shall contain an immediate power of sale without notice; a clause excluding section 17 of the 1881 Act and the restrictions contained in section 20 of the 1881 Act; and

7. Enforcement

7.1 At any time on or after the Enforcement Date or if requested by any Chargor, the Lender and any nominee of the Lender may exercise without further notice and without the restrictions contained in section 20 of the 1881 Act in respect of all or any of the Charged Property all the powers or rights which may be exercisable by the owner, registered holder or bearer of the Charged Property and all other powers conferred on chargees by the 1881 Act as hereby varied or extended.

7.2 In exercising the powers referred to in Clause 7.1, the Charged Property or any part of the Charged Property may be sold or disposed of at such times in such manner for such consideration and generally on such terms and conditions as the Lender may think fit. Any such sale or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as the Lender shall in its absolute discretion think fit.

8. Appointment and powers of receiver

8.1 At any time on or after the Enforcement Date or if so requested by the Chargor, the Lender may by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer appoint any person to be a Receiver of the Charged Property or any part of the Charged Property. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers except to the extent that the Lender may specify to the contrary in the appointment. The Lender may remove any Receiver so appointed and appoint another in his place.

8.2 A Receiver shall be the agent of the Chargor, and the Chargor shall be solely responsible for his acts or defaults and for his remuneration.

8.3 A Receiver shall have all the powers conferred from time to time on receivers by statute (in the case of powers conferred by the 1881 Act without the restrictions contained in section 20 of that Act) and power on behalf and at the cost of the

Chargor (notwithstanding any insolvency and/or bankruptcy proceedings concerning the Chargor) to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Property or any part of the Charged Property. In particular (but without limitation) a Receiver shall have power to do all or any of the following acts and things:

- 8.3.1 take possession of, collect and get in all or any of the Charged Property and exercise all voting or other powers or rights available to a registered holder of the Charged Property in such manner as he may think fit;
 - 8.3.2 without the restrictions imposed by section 20 of the 1881 Act sell by public auction or private contract or otherwise dispose of or deal with all or any of the Charged Property or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit, any such sale or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all the Secured Obligations;
 - 8.3.3 make any arrangement or compromise or enter into or cancel any contracts forming part of the Charged Property which he shall think expedient;
 - 8.3.4 institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Property or any part thereof or submit to arbitration as he may think fit; and
 - 8.3.5 sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers listed above or to the realisation of the security of the Lender and to use the name of the Chargor for all such purposes.
- 8.4 The Lender may from time to time determine the remuneration of any Receiver and section 24 of the 1881 Act shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.
9. **Application of proceeds and position of purchasers**
- 9.1 All moneys received by the Lender or by any Receiver in the exercise of any powers conferred by this Charge shall be applied after the discharge of the remuneration and expenses of the Receiver in or towards satisfaction of such of the Secured Obligations and in such order as the Lender in its absolute discretion may from time to time conclusively determine (save that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider expedient provided that interest set off shall be applied in respect of any such amount credited to a suspense account as against the Secured Obligations).

- 9.2 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender to exercise any of the powers conferred by this Charge has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

10. Indemnities, costs and expenses

- 10.1 The Chargor shall pay on demand all costs, charges and expenses (including stamp duty, registration fees and other documentary taxes and duties) reasonably and properly incurred by the Lender or any Receiver or which the Lender or such Receiver shall properly incur in or about the enforcement, preservation or attempted preservation of the Charged Property or any part of the Charged Property on a full indemnity basis with interest at the Default Rate from the date of payment by the Lender until such repayment, both before and after judgment.
- 10.2 The Lender shall not be liable to account as chargee in possession in respect of all or any of the Charged Property and shall not be liable for any loss upon realisation or to accept any offer or to notify the Chargor of any such matter or for any other loss of any nature whatsoever on connection with the Charged Property.
- 10.3 The Lender and Receiver, attorney, agent or other person appointed by the Lender under this Charge (each an "Indemnified Party") shall be entitled to be indemnified on a full and unqualified indemnity basis out of the Charged Property in respect of all costs, actions, claims, expenses, demands and liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them (or by or against any agent, officer or employee for whose liability act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of anything done or omitted in the exercise or purported exercise of the powers contained in this Charge or occasioned by any breach by the Chargor of any of covenant as or other obligations under this Charge.
- 11. Power of attorney**
- 11.1 The Chargor by way of security irrevocably appoints the Lender to be the attorney of the Chargor in the name of and on behalf of the Chargor:
- 11.1.1 to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Property, or any of it, or for vesting the Charged Property, or any of it, in the Lender, its nominee or any purchaser;
- 11.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document referred to in Clauses 3 and 6; and
- 11.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Charge or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in by the Lender or a Receiver of the Charged Property or any part

of it or in connection with any other exercise of any power under this Charge; and to this end but without prejudice to the generality of the forgoing the Chargor shall execute the Power of Attorney on execution of this Charge.

12. Continuing security and other matters

12.1 This Charge and other obligations of the Chargor under this Charge shall:

12.1.1 secure the ultimate balance of the Secured Obligations from time to time owing to the Lender by the Chargor and shall be a continuing security notwithstanding any settlement of account, insolvency, liquidation, administration, legal disability or incapacity of the Chargor or other matter whatsoever;

12.1.2 be in addition to, and not prejudice or affect the Debenture, any present or future Collateral Instrument, right or remedy held by or available to the Lender; and

12.1.3 not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instrument, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender dealing with, exchanging, releasing, varying or failing to perfect to enforce any of the same, or giving time to payment or indulgence or compounding with any other person liable.

12.2 Notwithstanding that the Charge hereby created ceases to be continuing for any reason whatsoever the Lender may continue any account of the Chargor or open one or more new accounts and the liability of the Chargor under this Charge shall not in any manner be reduced or affected by any subsequent transactions or receipts or payments into or out of any such account.

12.3 The Lender shall not be obliged to resort to any Collateral Instrument (including the Debenture) or other means of payment now or in the future held by or available to it before enforcing this Charge and no action taken or omitted by the Lender in connection with any such Collateral Instrument (including the Debenture) or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor nor shall the Lender be obliged to account to the Chargor for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument (including the Debenture) or other means of payment.

12.4 Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no security, disposition or payment to the Lender by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration, bankruptcy or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Charge subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

- 12.5 The Chargor hereby agrees that the Lender may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, set-off or transfer any sum standing to the credit of any account in or towards satisfaction of the Secured Obligations which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off.
13. **Miscellaneous**
- 13.1 No failure or delay on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.
- 13.2 Section 17 of the 1881 Act shall not apply to the security created by this Charge or to any security given to the Lender pursuant to this Charge.
- 13.3 Each provision of this Charge is severable and distinct from the others and if any time one or more such provision is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Charge shall not in any way be affected or impaired thereby.
- 13.4 This Charge is intended to take effect as a deed notwithstanding that a party may only execute this Charge under hand.
- 13.5 Any notice or demand for payment by the Lender under this Charge shall, without prejudice to any other effective mode of making the same, be deemed to have been properly served on the Chargor if served on it by personal delivery or postal delivery letter to the Chargor at the address set out at the beginning of this Charge or as notified to the Lender in writing from time to time. Any such notice or demand shall be deemed to have been served when delivered. Any such notice or demand or any certificate as to the amount at any time secured by the Charge shall, save for manifest error, be conclusive and binding upon the Chargor if signed by an officer of the Lender.
- 13.6 This Charge is governed by and shall be construed in accordance with the laws of Northern Ireland. For the benefit of the Lender, the Chargor hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of Northern Ireland.

IN WITNESS whereof this deed has been executed as a deed by **RANDOX LABORATORIES LIMITED** on the date written above.

SCHEDULE 1**Patent Assignment**

Date:

Parties:

- (1) Radox Laboratories Limited (the "Assignor")
- (2) Ulster Bank Ireland Limited and Ulster Bank Limited (the "Assignee")

Recitals:

- (A) The Assignor is the proprietor of the patents and patent applications short details of which are set out in the Schedule to this Agreement together with the inventions which are the subject of those patents and patent applications ("the Inventions").
- (B) By a charge made on the [] day of [] 2004 between the Assignor and the Assignee and by way of security (the "Charge") the Assignor agreed to assign to the Assignee the patents and patent applications set out in the Schedule to this Agreement together with all further granted patents and patent applications for the Inventions which subsequently came into existence (the "Patents") upon the terms and conditions set out in the Charge.

Operative provisions:

1. Pursuant to the terms of the Charge, the Assignor HEREBY ASSIGNS to the Assignee as legal and beneficial owner all its interest in and to the Patents and the full and exclusive benefit of the Patents and all rights privileges and advantages appertaining to the Patents TOGETHER WITH the right to take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of the Patents whether taking place before or after the date of this Assignment TO HOLD the same unto the Assignee absolutely.
2. THE Assignor HEREBY COVENANTS with the Assignee that the Assignor will at its own expense on request by the Assignee execute and/or sign instruments, applications, documents, and do all such acts and things as may reasonably be required by the Assignee to enable the Assignee or the nominee of the Assignee to enjoy the full benefit of the property and rights hereby assigned and to enjoy the exclusive benefit of any extension, prolongation or further grant of patents for the time being vested in the Assignee by virtue of this Assignment.

IN WITNESS of which this Assignment has been executed and delivered as a deed by or on behalf of the parties on the date stated at the beginning of this Assignment.

SCHEDULE

1. Title: Device and apparatus for the simultaneous detection of multiple analytes

Number: EP98303019.8

Priority Date: 21 April 1997

Country	Patent Application No.	Granted
Egypt	431/98	EG22471A
Hungary	P9800920	HU-220777B
Croatia	P980215A HR9800215 A1	
Turkey	98/00737 TR9800737 A1	
Canada	2235183 CN2235183 A1	
Yugoslavia	P-174/98	
Norway	19981766 NO9801766A	
China	98115254.6 CN1215167A	
Brazil	PI9800655.0 BR9800655A	
South Africa	98/3345	ZA9803345A
Russia	98107571	RU2168174 C2
Argentina	P980101840	
Czech Republic	PV1169-98	

	CZ9801169A3	
Slovak Republic	PV510-98	SK-283340 B6
Indonesia	P-980597 ID-20179A	
Belarus	A19980384	
USA	09/413-799	US6498010B1
Taiwan	87106047	
Australia	61988/98	AU713388 B2
Malaysia	P19801772	MY- 114814-A
Ukraine	98041977 97302707	54400
New Zealand	330227	NZ-330227A
Britain	9808309.0	GB2324866B
Hong Kong	9811365.4	HK1012202A1
Saudi Arabia	98190120	
Chile	1998-745	
Georgia	A1997003092	2846
Europe	EP98303019.8 EP-874242A	
India	1005/Del/98	
Japan	10-110687 JP10319011 A	
Korea	98-14131	
Mexico	983102	
Philippines	1-1998-000918	
Poland	325914 PL325914 A1	
Singapore	9800759-4	SG-87765 A1

Thailand	O43395	
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2. Title: Improvements relating to Assay Devices

Number: EP 99307085.3

Priority Date: 23 September 1998

This protects the assay assembly comprising a chip located in a storage well (the Biochip Well).

Country	Patent Application No.	Granted
Europe	99307085.3 EP988893 A1	
South Africa	99/5774 ZA9905774A	
Canada	228206 CA2282096A1	
Australia	47364/99	AU-767617 B2
Japan	11-265 456	JP2000121643
Korea	99-40644 KR2000023344A	
USA	09/38 9082 US20030138354 A1	
Mexico	998681	

3. Title: Method and Apparatus for analysing an image

Number: EP 97307053.5

Filed: 11 September 1997

This describes a method of analysing an image to obtain an image value, which is used to calculate a sample result.

Country	Patent Application No.	Granted
Canada	CA2245971 A1	
South Africa	ZA9808024 A	
USA	09/138009	US6341182 B1
Mexico	987365	21 0833
Korea	98-37499	
Japan	258178/98 JP11161775A	
Australia	83046/98	AU-733347 B2
Europe	EP 97307053.5 EP-902394 A1	

4. Title: Assay device processing instrument

Number: EP 994355

Defines the principle of operation of our biochip analyser

Country	Patent Application No.	Granted
South Africa	99/6078	ZA9906078A
Canada	CA2283185 A1	
Norway	19994610 NO 9904610 A	
China	99120371.2	

	CN1250877A	
Brazil	PI9904295.9	
USA	09/397735	US6649128 B1
Russia	99120300	
Taiwan	88116413 134961	TW-440690B
Poland	PL-335530 A1	
Mexico	998747	
Korea	99-41213 KR2000023445 A	
Japan	11-268584 JP2000121646 A	
India	1261/Del/99	
Australia	48834/99	AU-758717B2
Argentina	P990104771	
Germany		DE-994355T1
Europe	EP-994355 A1	
Norway	19994610 NO200300503 A	NO200300503 D0

5. Title: Liquid dispensing apparatus

Country	Patent Application No.	Granted
Europe	99304366.0 1058118 A1	
China	00108780.0 CN1276529 A	
USA	09/552-751	US6308751 B1
Canada	CA2307445 A1	

Japan	2000-158191 <i>JP2001013153 A</i>	
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6. Title: Multi-analyte immunoassay (Scavenger Antibody)

Number: EP 01309145.9

Describes a method of optimising the dynamic range of an assay for an analyte within a panel of assays.

Country	Patent Application No.	Granted
Europe	EP 01309145.9 EP1203957 A3	
Canada	CA2357348 A1	
China	01137938.3 CN1353312 A	
Japan	2001-302642 JP2002181814 A	
USA	09/949756 US20020086337 A1	

7. Title: Silicon Diaphragm Production

Number: EP1167280 A3

Describes a method of using porous silicon and precision grinding to produce diaphragms for use, for example in inkjet print heads.

Country	Patent Application No.	Granted
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Australia	53932/01 <i>AU200153932 A</i>	
USA	09/881744	US6551851 B2
Canada	CA2351285 A1	
China	01122015.5 <i>CN1330034 A</i>	
Europe	EP1167280 A3	
New Zealand	NZ-512461 A	
Japan	2001-187791 <i>JP2002079500 A</i>	
Mexico	006374	

8. Title: Reference Spot

Number: EP1227311 A3

Defines a method of locating an array within a biochip.

Country	Patent Application No.	Granted
USA	10/046728 <i>US20020146847 A1</i>	
Europe	EP1227311 A3	
Japan	2002.20331 <i>JP2002372534 A</i>	
China	02102574.6 <i>CN1369710 A</i>	
Australia	13563/02	AU-766920 B2
Canada	CA2369173 A1	
Hong Kong	03101994.1	

9. Title: Surface Chemistry

Number: EP1291656 A3

Country	Patent Application No.	Granted
Europe	O2256170.8 EP1291656 A3	
USA	10/233419 US20030044833 A1	

10. Title: Internal Calibration

Number: PCT/GB.02/04593

Country	Patent Application No.	Granted
PCT	PCT/GB.02/04593 WO200331976 A3	
Europe	02767701.2	

11. Title: Paramagnetic particle detection

Number: EP1146347A1

Country	Patent Application No.	Granted
USA	09/816225 US20010050555 A1	
Canada	CA2342023 A1	
Japan	2001-111643	

	JP2002005892 A	
China	01116362.3	
Australia	31365/01	AU-770502 B2
Brazil	PI0101432-3 BR200101432 A	
Europe	EP1146347A1	
Argentina	P010101676	
Mexico	003640	

12. Title: Sol-gels and their use in water quality assay

Number: EP 98309457.4

Priority Date: 19 November 1997

This provides a means of supplying reagent in a sol-gel which can be released on the addition of water allowing them to react and provide a measurement of water quality.

Country	Patent Application No.	Granted
Canada	CA2254812 A1	
Japan	10-326639 JP11243992 A	
USA	09/192280	US6232090 B1
Australia	AU9893226 A	AU-721909 B2
Europe	EP 98309457.4	EP-918219 B1

13. Title: Liquid Reagent (Glucose)

Number: EP1199357 A1

A method of stabilising enzymes during freezing in a glucose reagent and the composition of a glucose reagent for the determination of glucose in serum or plasma.

Country	Patent Application No.	Granted
USA	09/949757	US6579707 B2
Europe	1307648.4 EP1199357 A1	
China	1140671.2	CN1344794

14. Title: DCNBS Spin Trap

Filed: December 2000

Country	Patent Application No.	Granted
USA	US10/011300 US20020086338 A1	
China	01146441.5 CN1362405 A	
Japan	2001378566 JP2002255922 A	
Europe	EP1215204 A3	

15. Title: DBBNB, DMNB, TMNB Spin Traps

Filed: October 2001

Country	Patent Application No.	Granted
Europe	EP02257101.2	

	EP1302771 A3	
USA	10/269884 US20030109051 A1	

16. Title: Method and kit for detecting or determining the quality of metabolites of fentanyl and its analogs

Number: EP1312923 A3

Country	Patent Application No.	Granted
Europe	02079785.8 EP1312923 A3	
USA	10/295700 US20030170728 A1	
China	02150605.5 CN1428607 A	
Honk Kong	03105959.5	

17. Title: Method and kit for detecting or determining the quantity of β -lactam penicillin

Number: EP1281971 A1

Country	Patent Application No.	Granted
Europe	02077943.5 EP1281971 A1	
USA	10/211,411 US20030143653 A1	
China	02127338.3 CN1405563 A	

Japan	2002-226040 JP2003114227 A	
Honk Kong	03105332.3 1053352	

18. Title: Method for 2-oxo-3hydroxy-LSD

Number: EP1321466 A1

Country	Patent Application No.	Granted
Europe	02080687.3 EP1321466 A1	
USA	10/326771 US20030143655 A1	
China	02140035.0 CN1450065 A	
Honk Kong	03105960.2	

19. Title: Method for detecting oxycodone and its metabolites

Filed: 20 December 2002

Country	Patent Application No.	Granted
Europe	O2258816.4 EP1323718 A3	
USA	10/323850 US20030157565 A1	

20. Title: Method for Ketamine

Country	Patent Application No.	Granted
Europe	03075218.2 EP1333023 A1	
USA	10/355348 US20030224447 A1	
China	03136682.1	
Honk Kong	03105958.6	

21. Title: Inspection system

Filed: July 2001

Country	Patent Application No.	Granted
Europe	02254766.5 EP1273349 A1	
USA	10/188796 US20030008385 A1	

22. Method and Kit for Detecting or determining the quantity of 3,4-methylene dioxymethamphetamine

Country	Patent Application No.	Granted
Europe	02080462.1 01205058.9 EP1321772 A1	
China	02139960.3 CN1429844 A	
USA	10/326742	
Honk Kong	03105961.1	

23. Title: Molecular marker

Filed: 10 November 2003

Country	Patent Application No.	Granted
Great Britain	GB0326197 DO	

24. Title: Molecular marker

Filed: 3 September 2003

Country	Patent Application No.	Granted
Great Britain	GB0320648 DO	

25. Title: Assay device incubator/ Culture device of assay apparatus

Country	Patent Application No.	Granted
USA	10/406224 <i>US2003215367 A1</i>	
Europe	EP03252492 A1 EP1354623 A1	
China	03110629.3 <i>CN03110629</i> <i>CN1451966 A</i>	

26. Title: Assay

Filed: 19 May 2003

Country	Patent Application No.	Granted
Great Britain	GB0311460 DO	

27. Title: Binding Assay using a magnetic field

Number: WO200331977

Filed: 10 October 2002

Priority details: GB0124341 (10 October 2001)

Country	Patent Application No.	Granted
Europe	0276770.2	
	PCT/GB 02/04594 WO03031977 A2	

28. Title: Passive microvalve

Country	Patent Application No.	Granted
USA	US2003071235 A1 (filed 20 September 2002)	
Europe	EP1296067 A2 (filed 16 September 2002)	
Japan	JP2003227572 A (filed 25 September 2002)	

29. Title: Method of sealing electrodes

Number: EP1293478 A2

Filed: 11 September 2002

Country	Patent Application No.	Granted
Europe	EP02256290 EP1293478 A2	

30. Title: Protein Production

Filed: 3 November 2003

Country	Patent Application No.	Granted
WO	PCT/GB 03/04745	

31. Title: Reverse Translation

Filed: 23 April 2003

Country	Patent Application No.	Granted
GB	0309230.1	

32. Title: Microfluidic System

Filed: 2 April 2004

Country	Patent Application No.	Granted
GB	0407626.1	

33. Title: Spasminogens

Filed: 10 February 2004

Country	Patent Application No.	Granted
GB	0402902.1	

34. Title: Washing Module

Country	Patent Application No.	Granted
Australia	2003200182 (filed 22 January 2003)	
Norway	20030503 (filed 22 September 1999)	
USA	(filed 17 September 1999)	
CN	200310102447.1 (Filed 23 September 1999)	

The Common Seal of)
RANDOX LABORATORIES LIMITED)
 was affixed hereto in the presence of:)

Director

Director/Secretary

SIGNED SEALED and DELIVERED

by

as the Attorney and on behalf of

ULSTER BANK IRELAND LIMITED under

Power of Attorney dated 12th December

2003 which has not been revoked in the

presence of:-

SIGNED, SEALED and DELIVERED

by

as the Attorney and on behalf of

ULSTER BANK LIMITED under

Power of Attorney dated 12th December 2003

which has not been revoked in the presence

of:-

SCHEDULE 2**Patents and Applications for Patents**

1. Title: Device and apparatus for the simultaneous detection of multiple analytes

Number: EP98303019.8

Priority Date: 21 April 1997

Country	Patent Application No.	Granted
Egypt	431/98	EG22471A
Hungary	P9800920	HU-220777B
Croatia	P980215A HR9800215 A1	
Turkey	98/00737 TR9800737 A1	
Canada	2235183 CN2235183 A1	
Yugoslavia	P-174/98	
Norway	19981766 NO9801766A	
China	98115254.6 CN1216167A	
Brazil	PI9800655.0 BR9800655A	
South Africa	98/3345	ZA9803345A
Russia	98107571	RU2168174 C2
Argentina	P980101840	
Czech Republic	PV1169-98	

	CZ9801169A3	
Slovak Republic	PV510-98	SK-283340 B6
Indonesia	P-980597 ID-20179A	
Belarus	A19980384	
USA	09/413-799	US6498010B1
Taiwan	87106047	
Australia	61988/98	AU713388 B2
Malaysia	P19801772	MY- 114814-A
Ukraine	98041977 97302707	54400
New Zealand	330227	NZ-330227A
Britain	9808309.0	GB2324866B
Hong Kong	9811365.4	HK1012202A1
Saudi Arabia	98190120	
Chile	1998-745	
Georgia	A1997003092	2846
Europe	EP98303019.8 EP-874242A	
India	1005/Del/98	
Japan	10-110687 JP10319011 A	
Korea	98-14131	
Mexico	983102	
Philippines	1-1998-000918	
Poland	325914 PL325914 A1	
Singapore	9800759-4	SG-87765 A1

Thailand	O43395	
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2. Title: Improvements relating to Assay Devices

Number: EP 99307085.3

Priority Date: 23 September 1998

This protects the assay assembly comprising a chip located in a storage well (the Biochip Well).

Country	Patent Application No.	Granted
Europe	99307085.3 EP988893 A1	
South Africa	99/5774 ZA9905774A	
Canada	228206 CA2282096A1	
Australia	47364/99	AU-767617 B2
Japan	11-266 456	JP2000121643
Korea	99-40644 KR2000023344A	
USA	09/38 9082 US20030138354 A1	
Mexico	998681	

3. Title: Method and Apparatus for analysing an image

Number: EP 97307053.5

Filed: 11 September 1997

This describes a method of analysing an image to obtain an image value, which is used to calculate a sample result.

Country	Patent Application No.	Granted
Canada	CA2245971 A1	
South Africa	ZA9808024 A	
USA	09/138009	US6341182 B1
Mexico	987365	21 0833
Korea	98-37499	
Japan	258178/98 JP11161775A	
Australia	83046/98	AU-733347 B2
Europe	EP 97307053.5 EP-902394 A1	

4. Title: Assay device processing instrument

Number: EP 994355

Defines the principle of operation of our biochip analyser

Country	Patent Application No.	Granted
South Africa	99/6078	ZA9906078A
Canada	CA2283185 A1	
Norway	19994610 NO 9904610 A	
China	99120371.2	

	CN1250877A	
Brazil	PI9904295.9	
USA	09/397735	US6649128 B1
Russia	99120300	
Taiwan	88116413 134961	TW-440690B
Poland	PL-335530 A1	
Mexico	998747	
Korea	99-41213 KR2000023445 A	
Japan	11-268584 JP2000121646 A	
India	1261/Del/99	
Australia	48834/99	AU-758717B2
Argentina	P990104771	
Germany		DE-994355T1
Europe	EP-994355 A1	
Norway	19994610 NO200300503 A	NO200300503 D0

5. Title: Liquid dispensing apparatus

Country	Patent Application No.	Granted
Europe	99304366.0 1058118 A1	
China	00108780.0 CN1276529 A	
USA	09/552-751	US6308751 B1
Canada	CA2307445 A1	

Japan	2000-158191 <i>JP2001013153 A</i>	
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6. Title: Multi-analyte immunoassay (Scavenger Antibody)

Number: EP 01309145.9

Describes a method of optimising the dynamic range of an assay for an analyte within a panel of assays.

Country	Patent Application No.	Granted
Europe	EP 01309145.9 EP1203957 A3	
Canada	CA2357348 A1	
China	01137938.3 CN1353312 A	
Japan	2001-302642 JP2002181814 A	
USA	09/949756 US20020086337 A1	

7. Title: Silicon Diaphragm Production

Number: EP1167280 A3

Describes a method of using porous silicon and precision grinding to produce diaphragms for use, for example in inkjet print heads.

Country	Patent Application No.	Granted
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Australia	53932/01 <i>AU200153932 A</i>	
USA	09/881744	US6551851 B2
Canada	CA2351285 A1	
China	01122015.5 <i>CN1330034 A</i>	
Europe	EP1167280 A3	
New Zealand	NZ-512461 A	
Japan	2001-187791 <i>JP2002079500 A</i>	
Mexico	006374	

8. Title: Reference Spot

Number: EP1227311 A3

Defines a method of locating an array within a biochip.

Country	Patent Application No.	Granted
USA	10/046728 <i>US20020146847 A1</i>	
Europe	EP1227311 A3	
Japan	2002.20331 <i>JP2002372534 A</i>	
China	02102674.6 <i>CN1369710 A</i>	
Australia	13563/02	AU-766920 B2
Canada	CA2369173 A1	
Hong Kong	03101994.1	

9. Title: Surface Chemistry

Number: EP1291656 A3

Country	Patent Application No.	Granted
Europe	O2256170.8 EP1291656 A3	
USA	10/233419 US20030044833 A1	

10. Title: Internal Calibration

Number: PCT/GB.02/04593

Country	Patent Application No.	Granted
PCT	PCT/GB.02/04593 WO200331976 A3	
Europe	02767701.2	

11. Title: Paramagnetic particle detection

Number: EP1146347A1

Country	Patent Application No.	Granted
USA	09/816225 US20010050555 A1	
Canada	CA2342023 A1	
Japan	2001-111643	

	<i>JP2002005892 A</i>	
China	01116362.3	
Australia	31365/01	<i>AU-770502 B2</i>
Brazil	PI0101432-3 <i>BR200101432 A</i>	
Europe	EP1146347A1	
Argentina	P010101676	
Mexico	003640	

12. Title: Sol-gels and their use in water quality assay

Number: EP 98309457.4

Priority Date: 19 November 1997

This provides a means of supplying reagent in a sol-gel which can be released on the addition of water allowing them to react and provide a measurement of water quality.

Country	Patent Application No.	Granted
Canada	CA2254812 A1	
Japan	10-326639 <i>JP11243992 A</i>	
USA	09/192280	US6232090 B1
Australia	AU9893226 A	AU-721909 B2
Europe	EP 98309457.4	EP-918219 B1

13. Title: Liquid Reagent (Glucose)

Number: EP1199357 A1

A method of stabilising enzymes during freezing in a glucose reagent and the composition of a glucose reagent for the determination of glucose in serum or plasma.

Country	Patent Application No.	Granted
USA	09/949757	US6579707 B2
Europe	1307648.4 EP1199357 A1	
China	1140671.2	CN1344794

14. Title: DCNBS Spin Trap

Filed: December 2000

Country	Patent Application No.	Granted
USA	US10/011300 US20020086338 A1	
China	01145441.5 CN1362405 A	
Japan	2001378566 JP2002256922 A	
Europe	EP1216204 A3	

15. Title: DBBNB, DMNB, TMNB Spin Traps

Filed: October 2001

Country	Patent Application No.	Granted
Europe	EP02257101.2	

	EP1302771 A3	
USA	10/269884 US20030109051 A1	

16. Title: Method and kit for detecting or determining the quality of metabolites of fentanyl and its analogs

Number: EP1312923 A3

Country	Patent Application No.	Granted
Europe	02079785.8 EP1312923 A3	
USA	10/295700 US20030170728 A1	
China	02150605.5 CN1428607 A	
Honk Kong	03105959.5	

17. Title: Method and kit for detecting or determining the quantity of β -lactam penicillin

Number: EP1281971 A1

Country	Patent Application No.	Granted
Europe	02077943.5 EP1281971 A1	
USA	10/211,411 US20030143653 A1	
China	02127338.3 CN1405563 A	

Japan	2002-226040 JP2003114227 A	
Honk Kong	03105332.3 1053352	

18. Title: Method for 2-oxo-3hydroxy-LSD

Number: EP1321466 A1

Country	Patent Application No.	Granted
Europe	02080687.3 EP1321466 A1	
USA	10/326771 US20030143655 A1	
China	02140035.0 CN1450065 A	
Honk Kong	03105960.2	

19. Title: Method for detecting oxycodone and its metabolites

Filed: 20 December 2002

Country	Patent Application No.	Granted
Europe	02258816.4 EP1323718 A3	
USA	10/323850 US20030157565 A1	

20. Title: Method for Ketamine

Country	Patent Application No.	Granted
Europe	03075218.2 EP1333023 A1	
USA	10/355348 US20030224447 A1	
China	03136682.1	
Honk Kong	03105958.6	

21. Title: Inspection system

Filed: July 2001

Country	Patent Application No.	Granted
Europe	O2254766.5 EP1273349 A1	
USA	10/188796 US20030008385 A1	

22. Method and Kit for Detecting or determining the quantity of 3,4-methylene dioxymethamphetamine

Country	Patent Application No.	Granted
Europe	02080462.1 01205058.9 EP1321772 A1	
China	02139960.3 CN1429844 A	
USA	10/326742	
Honk Kong	03105961.1	

23. Title: Molecular marker

Filed: 10 November 2003

Country	Patent Application No.	Granted
Great Britain	GB0326197 DO	

24. Title: Molecular marker

Filed: 3 September 2003

Country	Patent Application No.	Granted
Great Britain	GB0320648 DO	

25. Title: Assay device incubator/ Culture device of assay apparatus

Country	Patent Application No.	Granted
USA	10/406224 <i>US2003215367 A1</i>	
Europe	EP03252492 A1 EP1354623 A1	
China	03110629.3 <i>CN03110629</i> <i>CN1451966 A</i>	

26. Title: Assay

Filed: 19 May 2003

Country	Patent Application No.	Granted
Great Britain	GB0311460 DO	

27. Title: Binding Assay using a magnetic field

Number: WO200331977

Filed: 10 October 2002

Priority details: GB0124341 (10 October 2001)

Country	Patent Application No.	Granted
Europe	0276770.2	
	PCT/GB 02/04594 WO03031977 A2	

28. Title: Passive microvalve

Country	Patent Application No.	Granted
USA	US2003071235 A1 (filed 20 September 2002)	
Europe	EP1296067 A2 (filed 16 September 2002)	
Japan	JP2003227572 A (filed 25 September 2002)	

29. Title: Method of sealing electrodes

Number: EP1293478 A2

Filed: 11 September 2002

Country	Patent Application No.	Granted
Europe	EP02256290 EP1293478 A2	

30. Title: Protein Production

Filed: 3 November 2003

Country	Patent Application No.	Granted
WO	PCT/GB 03/04745	

31. Title: Reverse Translation

Filed: 23 April 2003

Country	Patent Application No.	Granted
GB	0309230.1	

32. Title: Microfluidic System

Filed: 2 April 2004

Country	Patent Application No.	Granted
GB	0407626.1	

33. Title: Spasminogens

Filed: 10 February 2004

Country	Patent Application No.	Granted
GB	0402902.1	

34. Title: Washing Module

Country	Patent Application No.	Granted
Australia	2003200182 (filed 22 January 2003)	
Norway	20030503 (filed 22 September 1999)	
USA	(filed 17 September 1999)	
CN	200310102447.1 (Filed 23 September 1999)	

SCHEDULE 3**DEED GRANTING POWER OF ATTORNEY**

THIS POWER OF ATTORNEY is made the day of 2004 by **RANDOX LABORATORIES LIMITED** the registered office of which is at Ardmore, 55, Diamond Road, Crumlin, County Antrim (the "**Company**").

THE COMPANY HEREBY APPOINTS each of Ulster Bank Ireland Limited and Ulster Bank Limited (the "**Attorneys**") to be its attorneys, acting jointly, for the following purposes for as long as the charge over certain patents granted by the Company to the Attorneys on or around the date of this Deed (the "**Charge**") remains undischarged:

1. execute, date and deliver the Executed Assignment (as defined in the Charge) (on behalf of itself and the Company) and deliver the same to any patent office at which the relevant patents are registered and applied for;
2. execute any Confirmatory Assignment (as defined in the Charge) (on behalf of itself and the Company), in respect of any of the Patents (as defined in the Charge), for the purpose of confirming the terms of any Executed Assignment in such form as may be reasonably required by any patent office at which the relevant Patents are registered; and
3. register the Executed Assignment and/or any related Confirmatory Assignment in respect of all or any of the Patents or granted patents or patent applications as referred to in Clause 3.1.3 of the Charge then in existence,

PROVIDED THAT the Attorneys may only perform the above acts in their absolute discretion on or after the Enforcement Date (as defined in the Charge).

The Company agrees to ratify all acts done on its behalf under the authority or purported authority of this power.

The Company also undertakes to indemnify the Attorneys against any costs, losses, liabilities or expenses (together with VAT thereon, where applicable) which any of them may suffer or incur as a result of acting as Attorneys for the Company pursuant to the terms of this Deed.

This Deed is governed by the laws of Northern Ireland and is irrevocable until the Charge is discharged in accordance with the terms of the Charge.

IN WITNESS of which this Deed has been executed as a deed by **RANDOX LABORATORIES LIMITED** on the date written above.

The Common Seal of)
RANDOX LABORATORIES LIMITED)
was affixed hereto in the presence of:)

.....
Director
.....
Director/Secretary

The Common Seal of)
RANDOX LABORATORIES LIMITED)
was affixed hereto in the presence of:)

.....
Director
.....
Director/Secretary

SIGNED SEALED and DELIVERED

by

as the Attorney and on behalf of

ULSTER BANK IRELAND LIMITED under

Power of Attorney dated 12th December

2003 which has not been revoked in the

presence of:-

SIGNED, SEALED and DELIVERED

by

as the Attorney and on behalf of

ULSTER BANK LIMITED under

Power of Attorney dated 12th December 2003

which has not been revoked in the presence

of:-

The Common Seal of
RANDOX LABORATORIES LIMITED
was affixed hereto in the presence of:

.....
Director
.....

Director/Secretary

The Common Seal of
RANDOX LABORATORIES LIMITED
was affixed hereto in the presence of:

.....
Director
.....

Director/Secretary

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ULSTER BANK LIMITED under

Power of Attorney dated 12th December 2003

which has not been revoked in the presence

of:-

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