# OP \$40.00 11079

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Unipath Limited	09/30/2002

# **RECEIVING PARTY DATA**

Name:	Inverness Medical Switzerland GmbH
Street Address:	Bundesplatz 10
City:	Zug
State/Country:	SWITZERLAND
Postal Code:	6300

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11079682

# **CORRESPONDENCE DATA**

Fax Number: (970)468-0104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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NAME OF SUBMITTER: Marina T. Larson

**Total Attachments: 3** 

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> PATENT REEL: 015955 FRAME: 0407

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# THIS ASSIGNMENT OF PATENTS is made on 30th September, 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").

## BACKGROUND:

- (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.
- 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.

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- 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

## Patent Applications

Application No:	Territory
08/583,966	USA
08/924,810	USA
09/655,355	USA

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CO:932403.1

PATENT REEL: 015955 FRAME: 0409 AS WITNESS the hands of the parties (or their duly authorised representatives) on the date which appears first on page 1.

SIGNED by David Toohey For and on behalf of UNIPATH LIMITED

David (oblay Director

SIGNED by Paul Hempel

for and on behalf of INVERNESS MEDICAL SWITZERLAND GmbH

Geschaftsführer

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CO:932403.1

PATENT REEL: 015955 FRAME: 0410