

12-07-2004

FORM PT
(Rev. 6-93)

102895542

ORDINATION FORM COVER SHEET

U.S. Department of Commerce

Case No.: 95,1408-G

OMB No. 0651-0011 (exp. 4/94)

PATENTS ONLY

Patent and Trademark Office

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

1. Name of conveying party(ies):

Tecan Boston, Inc.

12-3-04

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other re-assignment

Execution Date: December 29, 2000

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

Name: Tecan Trading, AG

Internal Address:

Street Address: Tecan Group, Ltd.

Seestrasse 103

CH-8708 Männedorf

Switzerland

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration 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):

U.S. Patent No. 6,319,469

(serial No. 08/768,990)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Dr. Kevin Noonan

McDonnell Boehnen Hulbert & Berghoff

Suite 3100, 300 South Wacker Drive

City: Chicago

State: Illinois

Zip: 60606

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00

☒ Enclosed☒ Authorized to be charged to deposit account
if check insufficient or inadvertently omitted

8. Deposit account number: 13-2490

(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.

Kevin Noonan, Ph.D.

Name of Person Signing, Reg. No. 35,303

Signature

Date

Total number of pages including cover sheet, attachments and documents: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Office of Public Records,
Crystal Gateway 4, Room 335, Washington, D.C. 20231

CERTIFICATE OF MAILING
37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner of Patents and Trademarks, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231, on the date below:

12/06/2004

D BYRNE

00000007 6319469

Date

Signature

01 PC:8021

40.00

INTELLECTUAL PROPERTY TRANSFER AND SALE AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AND SALE AGREEMENT (this "Agreement") made as of this 21 day of December, 2000 (the "Effective Date"), is from Tecan Boston, Inc., a Delaware corporation (the "Seller") to Tecan Trading AG in Gründung, a Swiss corporation (the "Buyer").

RECITALS:

Seller acquired the rights, title and interest to certain various Patents and Trademarks (the "Intellectual Property") pursuant to an Asset Purchase Agreement between Seller and Gamera Bioscience Corporation, dated the 20th day of July, 2000, in which Gamera assigned, transferred and conveyed to Seller all right, title and interest in and to the Intellectual Property. Seller is the legal and equitable owner of the Intellectual Property. Seller now desires to assign, sell, and transfer the Intellectual Property, as further described herein, to Buyer, and Buyer desires to acquire said Intellectual Property from Seller for use in Buyer's business.

NOW, THEREFORE, for the sum of Nine Million Eight Hundred Thirty-one Thousand Two Hundred Fifty-seven Dollars and No Cents (U.S. \$9,831,257.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

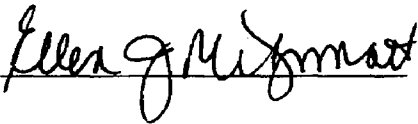
1. Pursuant to the terms and conditions set forth in the Trademark Assignment executed concurrently with this Agreement and attached hereto as Attachment A, Seller hereby assigns, transfers and conveys to Buyer, and Buyer hereby accepts, all worldwide right, title and interest in and to the Trademarks, together with (i) the goodwill of the business associated with and symbolized by the Trademarks, (ii) any and all common law rights, title and interest associated with the Trademarks, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.
2. Pursuant to the terms and conditions set forth in the Patent Assignment executed concurrently with this Agreement and attached hereto as Attachment B, Seller hereby assigns, transfers and conveys to Buyer, and Buyer hereby accepts, the entire right, title, and interest in and to (i) the patents and patent applications, including provisional patent applications; (ii) all inventions and improvements disclosed and described in the Patents; (iii) any divisional, continuation, and continuation-in-part applications describing in whole or in part the inventions and improvements described in the Patents; (iv) any reissues of the Patents; (v) any applicable foreign and domestic priority rights arising from the Patents; (vi) any foreign application or applications corresponding to the Patents, in whole or in part, in countries other than the United States; (vii) any patents and similar protective rights granted on such foreign applications for the inventions and/or improvements described in the Patents; and (viii) the right to claim any applicable priority rights arising from or required for such foreign applications and/or patents under the terms of any applicable conventions, treaties, statutes, or regulations (said foreign applications to be filed, prosecuted and/or issued in the name of Assignee and/or its respective designees, insofar as is permitted by applicable law).
3. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of North Carolina without regard to its principles of conflict of laws and as those laws as those laws are applied to contracts entered into and to be performed entirely in North Carolina by North Carolina residents. The parties consent to the jurisdiction of the federal and state courts in Wake County, North Carolina, and any disputes shall be litigated solely in those courts. If any dispute, controversy or claim arises out of or relates to this Agreement or the breach, termination or validity thereof, the Parties agree to cooperate in good faith to attempt to

resolve any disputes, controversy or claim. Any modification, amendment, supplement, or other change to this Agreement, or any Attachment, must be in writing and signed by a duly authorized representative of each party. This Agreement shall not be assignable by either party without the express written consent of the other party. This Agreement constitutes the entire, full and complete Agreement between the parties concerning the subject matter hereof, and it supersedes any and all prior agreements. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term or provision shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law, and the parties shall use their best efforts to substitute for the offending provision new terms having similar economic effect.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

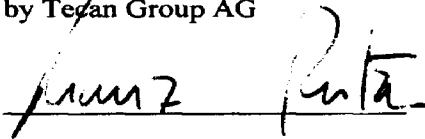
SELLER:
Tecan Boston, Inc.

BUYER:
Tecan Trading AG in Gründung
by Tecan Group AG

By: 

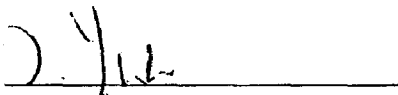
Printed Name: Ellen J. McDermott

Title: Controller/Secretary

By: 

Printed Name: Franz Rutzer

Title: CFO

By: 

Printed Name: Joe Kaelin

Title: Global Director Clinical Diagnostics

Pending Trademark Applications

Gamera BIOSCIENCE	Allowed
LabCD	Allowed
CDLAB	Allowed
LAB ON A CD	Allowed
LAB ON A DISC	Allowed
BIODISC	Allowed
BIO CD	Abandoned
CELL CD	Allowed
LAB DVD	Appealed

AL

Gamera Bioscience Patents (detail)

There are two categories of patents, applications, and provisionals granted or filed by Gamera Bioscience.

1. Those around nucleic acid amplification and detection technology in non-centrifugal formats
2. Those concerning the centrifugal (LabCD) format.

Where the descriptions are the same, the patent applications are the same (except that they are to different countries, for example).

I. Nucleic Acid Amplification and Detection

Case No.	Serial No.	Status/Country	Patent No.	Date*	Technology Description
93,407-B	08/353,573	Issued/US	5,686,271	11/11/97	MCR/Apparatus
93,407-C	08/375,226	Issued/US	5,545,540	8/13/96	MCR/method
93,407-D	71067/94	Issued/AU	690,124	8/6/98	MCR/Method
93,407-E	2,164,706	Pending/CA		6/8/94	MCR/Method
93,407-F	94920180.0	National/EPC		6/8/94	MCR/Method
93,407-G	7-502156	Pending/JP		6/8/94	MCR/Method
93,407-H	PCT 705633/95	Pending/SK		6/8/94	MCR/Method
93,407-J	45175/96	Issued/AU	691,076	8/20/98	MCR/Apparatus
93,407-K	2,207,388	Pending/CA		12/5/95	MCR/Apparatus
93,407-L	95197573.0	Pending CN		12/5/95	MCR/Apparatus
93,407-M	95943789.8	Allowed/EPC		12/5/95	MCR/Apparatus
93,407-N	517831/1996	Pending/JP		12/5/95	MCR/Apparatus
93,407-O	PCT 703828/97	Pending/SK		12/5/95	MCR/Apparatus
94,179-B	08/464,081	Issued/US	5,683,657	11/4/97	SPS/Apparatus
94,179-C	21281/95	Issued/AU	695,606	12/3/98	SPS
94,179-D	2,186,340	Pending/CA		3/24/95	SPS
94,179-E	95193250.0	Pending/CN		3/24/95	SPS
94,179-F	95914181.3	Pending/EPC		3/24/95	SPS
94,179-G	52438195	Pending/JP		3/24/95	SPS
94,179-H	705448/96	Pending/SK		3/24/95	SPS

Date = Issue date for granted patents, allowance date for allowed patents, filing date for pending U.S. applications, the anniversary date for U.S. provisional applications, and the publication date for foreign patent applications.

AC



Handelsregister des Kantons Zürich - Hauptregister

Firmennummer	Rechtsnatur	Eintragung	Löschung	Uebertrag von: auf:	
CH-170.3.024.707-0	Aktiengesellschaft	18.12.2001			1



Alle Eintragungen

Ei	Lö	Firma	Ref	Sitz
0		Tecan Trading AG	0	bisher: Baar
0		(Tecan Trading SA) (Tecan Trading Ltd)	1	Männedorf

Ref	Aktienkapital (CHF)	Liberierung (CHF)	Aktien-Stückelung	Ref	Adresse der Firma
0	100'000.--	100'000.--	100 Namenaktien zu CHF 1'000.--	1	Seestrasse 103
3	300'000.--	300'000.--	300 Namenaktien zu CHF 1'000.--		8708 Männedorf
Ref	PS-Kapital (CHF)	Liberierung (CHF)	Partizipationsscheine		

Ei	Lö	Zweck	Ref	Postadresse
0		Handel mit analytischen Instrumenten und Geräten, Chemikalien, Verbrauchsmaterialien und Software sowie Halten und Verwalten von Immaterialgüterrechten; kann alle kommerziellen und finanziellen Geschäfte durchführen, die ihrem Zweck förderlich sind sowie sich an anderen Unternehmen beteiligen, Zweigniederlassungen sowie Tochtergesellschaften errichten und Grundstücke erwerben oder veräussern.		

Ei	Lö	Bemerkungen	Ref	Statutendatum
0		Die vor der Eintragung im Handelsregister des Kantons Zürich gestrichenen Tatsachen sowie allfällige frühere Tagebuch- und SHAB-Zitate können im Registerauszug des bisherigen Sitzes, welcher bei den abgelegten Handelsregisterakten liegt, eingesehen werden.	0	urspr. Stat. 18.04.2001
0		Die Übertragbarkeit der Namenaktien ist nach Massgabe der Statuten beschränkt.	1	13.12.2001
			3	19.06.2002

Ei	Lö	Sacheinlagen, Sachübernahmen, beson. Vorteile, Genussscheine	Ref	Publikationsorgan
0		Sachübernahme: Patente und Marken gemäss Sachübernahmevertrag vom 29.12.2000 zum Preis von USD 9'831'257.-- sowie Lizenzrechte mit Kaufoption gemäss Sachübernahmevertrag vom 15.12.2000 zu einer maximalen Lizenzgebühr von DEM 600'000.--, zahlbar in jährlichen Raten von DEM 200'000.--, der Ausübungspreis der Kaufoption beträgt maximal DEM 5'000'000.--. Beabsichtigte Sachübernahme: Schweizerische Patentanmeldungen mit den Anmelde-nummern 2252/00, 2281/00, 2314/00, 2413/00 und 0144/01 zu einem Preis von maximal CHF 80'000.--	0	SHAB
3		Sacheinlage: Die Gesellschaft übernimmt bei der Kapitalerhöhung vom 19.06.2002 einen Teil der Aktiven und Passiven der Tecan Group AG, nämlich den Geschäftsbereich "Trading", gemäss Übernahmebilanz per 01.01.2002, wonach die übernommenen Aktiven CHF 4'392'814.-- und die übernommenen Passiven CHF 4'193'579.60 betragen, wofür 200 Namenaktien zu CHF 1'000.-- ausgegeben werden.		

Ei	Lö	Zweigniederlassung	Ei	Lö	Zweigniederlassung	Ei	Lö	Zweigniederlassung	Ei	Lö	Zweigniederlassung

Ze	Ref	TB-Nr	TB-Datum	SHAB	SHAB-Datum	Seite	Ze	Ref	TB-Nr	TB-Datum	SHAB	SHAB-Datum	Seite
	0		(Sitzverlegung)		(Sitzverlegung)		CA	4	2122	21.01.2003	16	27.01.2003	25
KA	1	33288	18.12.2001	249	24.12.2001	10175	GF	5	3699	05.02.2003	27	11.02.2003	21
BV	2	7777	26.03.2002	63	03.04.2002	23							
SN	3	15999	27.06.2002	126	03.07.2002	26							

Leg: P = Präsident(in) des VR	VR = Verwaltungsrat	GF = Geschäftsführer(in)	EU = Einzelunterschrift
VP = Vizepräsident(in) des VR	Liq = Liquidator(in)	b.a = beschränkt auf	KU = Kollektivunterschrift
Del = Delegierte(r) des VR	GD = Generaldirektor(in)	HS = Hauptsitz	EP = Einzelprokura
M = Mitglied des VR	D = Direktor(in)	ZN = Zweigniederlassung	KP = Kollektivprokura
S = Sekretär(in)	VD = Vizedirektor(in)	ZB = Zeichnungsberechtigt.	Stv = Stellvertreter(in)
GL = Geschäftsleitung	Dir = Direktion		

Ei	Ae	Lö	Personalangaben	Funktion	Zeichnungsart
0			Sutcliffe, Dr. Emile C., von Zürich, in Uetikon am See	Präsident	KU zu zweien
0			Rutzer, Franz, von Flums, in Widen	Mitglied	KU zu zweien
0			KPMG Fides Peat, in Zürich	Revisionsstelle	
2			Günthardt, Felix, von Küsnacht ZH, in Küsnacht ZH		KU zu zweien
2			Hatt, Bruno, von Herrliberg, in Männedorf		KU zu zweien
2			Hinz, Christoph, deutscher Staatsangehöriger, in Stäfa		KU zu zweien
2	5		Kalin, Josef, von Einsiedeln, in Dürnten		KU zu zweien



Handelsregister des Kantons Zürich - Hauptregister

CH-170.3.024.707-0	Tecan Trading AG	Männedorf	2
--------------------	------------------	-----------	---

alle Eintragungen

Ei	Ae	Lö	Personalangaben	Funktion	Zeichnungsart
2			Schrofer, Anton, österreichischer Staatsangehöriger, in Meilen		KU zu zweien
3			Hälg, Werner Josef, von Niederhelfenschwil, in Männedorf		KU zu zweien
4			Eugster, Rudolf, von Altstätten, in Stallikon		KU zu zweien

Zürich, 12.02.2003 08:18

Dieser Auszug aus dem kantonalen Handelsregister hat ohne die nebenstehende Originalbeglaubigung keine Gültigkeit. Er enthält alle gegenwärtig für diese Firma gültigen Eintragungen sowie allfällig seit 18.12.2001 gestrichenen Eintragungen.
Auf besonderes Verlangen kann auch ein Auszug erstellt werden, der lediglich alle gegenwärtig gültigen Eintragungen enthält.



Beglaubigter

Auszug

Der Registerführer i.V.

Company number: CH-170.3.024.707-0	Legal status: Joint stock company	Registration: 12 18 2001	Cancellation: ---	Transfer - From: To:	1
--	---	------------------------------------	-----------------------------	----------------------------	----------

All registrations:

/Key to column headers/:

[A]	=	"Registered";
[B]	=	"Deleted".

[A]:	[B]:	Company name:
0	...	Tecan Trading AG
0	...	(Tecan Trading SA) (Tecan Trading Ltd.)

Ref.:	Headquarters:
0	Formerly: Baar
1	Männendorf

Ref.:	Share capital (CHF):	Installments paid on securities (CHF):	Securities denominations:
0	100,000.00	100,000.00	100 registered shares, at 1,000.00 CHF each.
Ref.:	PS capital (CHF):	Installments paid on securities (CHF):	Participation certificates [/= "P.S."/]:
...	...	...	...

Ref.:	Company address:
1	Seestrasse 103 8708 Männendorf

[A]:	[B]:	Objective:
0	...	Trade in analytical instruments and devices, chemicals, consumable materials and software, as well as maintaining and administering non-material rights; can carry out all commercial and financial transactions that are necessary for its objective, as well as participate in other companies, establish both branch offices as well as subsidiary companies, and acquire or sell parcels of real estate.

Ref.:	Mailing address:
...	...

[A]:	[B]:	Notes:
0	...	Entries deleted before the registration in the Commercial Register of the Canton of Zürich, as well as any type of earlier citations in the Journal and in the SHAB, can be examined in the extract from the Register of the previous headquarters, which is to be found in the filed documents of the Commercial Register.
0	...	The transferability of the registered shares is restricted in accordance with the specification of the articles of incorporation.

Ref.:	Date of statement:
0	Original articles of incorporation - 04 18 2001.
1	12 13 2001.

[A]:	[B]:	Assets brought in, assumptions of business, special benefits, participation certificates:
0	...	Assumption of business: Patents and trademarks in accordance with the contract for assumption of business of the date 12 29 2000, at the price of US\$ 9,831,257.00, as well as licensing rights with purchase option in accordance with the assumption of the business contract of the date 12 15 2000, with a maximum licensing fee of DM 600,000.00, payable in annual installments of DM 200,000.00; the price of exercising of the purchase option amounts to a maximum of DM 5,000,000.00. Planned assumption of business: Swiss patent applications with the application numbers 2252/00; 2281/00; 2314/00; 2413/00; and 0144/01, at a maximum price of 80,000.00 CHF.

Ref.:	Organ of publication:
0	SHAB.

[A]:	[B]:	Branch office:	[A]:	[B]:	Branch office:	[A]:	[B]:	Branch office:	[A]:	[B]:	Branch office:
...	...	...	...	...	...	...	...	...	...	...	...

/Bottom portion/:

1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	=	Identification;					8	=	Identification;				
2	=	Reference;					9	=	Reference;				
3	=	TB number;					10	=	TB number;				
4	=	TB date;					11	=	TB date;				
5	=	SHAB;					12	=	SHAB;				
6	=	SHAB date;					13	=	SHAB date;				
7	=	Page;					14	=	Page.				
KA	0	(Transfer of headquarters) - /Repeated/											
	1	33288	12 18 2001	249	12 24 2001	10175							

Key:

P	=	President of the V.R.	V.R.	=	Board of Directors.	G.F.	=	Business manager.	E.U.	=	Individual signature.
V.P.	=	Vice Pres. of the V.R.	Liq.	=	Liquidating agent.	b.a.	=	Restricted to "X".	K.U.	=	Joint signature.
Del.	=	Delegate of the V.R.	G.D.	=	General Director.	H.S.	=	Main headquarters.	E.P.	=	Indiv. power of att'y.
M	=	Member of the V.R.	D	=	Director.	Z.N.	=	Branch office.	K.P.	=	Joint power of att'y.
S	=	Secretary.	VD	=	Secretary.	Z.B.	=	Authorized to sign.	Stv.	=	Representative.

[A]	=	"Registered";
[B]	=	"Changed";
[C]	=	"Deleted".

[A]:	[B]:	[C]:	Personal information:	Function:	Type of signature:
0	...	...	Dr. Emile C. Sutcliffe, of Zürich, in Uetikon-am-See.	President.	Joint signature with one other.
0	...	...	Franz Runtzer, of Flums, in Widen.	Member.	Joint signature with one other.
0	...	...	KPMG Fides Peat, in Zürich.	Auditing firm.	

Zürich, on: 01 14 2002 - 12:40.

/Circular stamp/:

((Commercial Registration Office - /Emblem/ - Canton of Zürich))

Certified
Extract
The Registrar - Signing by authorization: /Signature/

This extract from the Cantonal Commercial Register has no validity without the original certification at the left. It contains all registrations which are currently valid for this company, as well as any registrations deleted since 12 18 2001. An extract which contains only all currently valid entries can also be drawn up at special request.