

12-07-2004

FORM PTO-1595
(Rev. 6-93)

102895543

ION 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):

Gamera Bioscience

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: July 20, 2000

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

Name: Tecan Boston, Inc

Internal Address:

Street Address: **TECAN BOSTON**
200 Boston Avenue

City: Medford State: MA Zip: 02155

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: 15

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. 20231CERTIFICATE 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:

Date

Signature

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C: 94928(218W011.DOC)

PATENT
REEL: 016079 FRAME: 0303

ASSET PURCHASE AGREEMENT

BETWEEN

GAMERA BIOSCIENCE CORPORATION

AND

TECAN BOSTON, INC.

DATED AS OF

July 20, 2000

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (together with all Schedules and Exhibits hereto, this "Agreement"), dated as of July 20, 2000, is entered into by and between GAMERA BIOSCIENCE CORPORATION, a Delaware corporation ("Seller"), and TECAN BOSTON, INC., a Delaware corporation ("Buyer").

STATEMENT OF PURPOSE

Seller is engaged in the bioscience research and development business (the "Business"). Seller desires to sell, and Buyer desires to buy, substantially all of the assets of Seller used in or relating to the operation of the Business, on the terms and conditions set forth in this Agreement.

THEREFORE, Seller and Buyer agree as follows:

ARTICLE I SALE AND PURCHASE OF ASSETS

1.1 Transfer of Assets. Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, at the Closing (as defined below), all of the assets and properties of Seller, real and personal, tangible and intangible, of every kind and description, wherever located used by Seller in connection with the Business, excluding only those assets described in Section 1.3. The assets being sold hereunder are collectively referred to as the "Purchased Assets," and the assets described in Section 1.3 and not being sold hereunder are collectively referred to as the "Excluded Assets."

1.2 Purchased Assets. The Purchased Assets specifically include, but are not limited to, the following:

(a) Leased Real Property. All of Seller's interests in real property leased by Seller from another (the "Leased Real Property"), which interests, together with the leases relating thereto (the "Real Property Leases"), are more particularly described on Schedule 1.2(a).

(b) Improvements. All of Seller's interest in any improvements, fixtures and appurtenances located on the Leased Real Property (the "Improvements").

(c) Tangible Personal Property. All machinery, equipment, tools, furniture, office equipment, supplies, materials, vehicles and other items of tangible personal property of every kind owned or leased by Seller and used in connection with the Business (wherever located and whether or not carried on Seller's books), including, without limitation, those listed on Schedule 1.2(c) (the "Tangible Personal Property"), and any additions, improvements, replacements and alterations thereto made between the

date of this Agreement and the Closing Date, together with any express or implied warranty by the manufacturers or sellers of any item or component part thereof, and all maintenance records and other documents relating thereto.

(d) Other Tangible Assets. All other tangible assets of Seller of every kind and description, real, personal or mixed, wherever located, which are carried on the books of the Business or which are owned by Seller and used in connection with the Business, except for any tangible assets that are included in the Excluded Assets.

(e) Contracts. All of Seller's interest in the contracts and commitments described on Schedule 1.2(e) (the "Contracts").

(f) Intellectual Property. All of the intellectual properties and property rights that are owned, licensed or used by Seller in connection with the Business, including, without limitation, the following rights that are owned, licensed or used by the Seller: (A) all actual and potential trademarks, service marks, trade names, logos and other designations (the "Marks") and all United States, foreign and state registrations and applications for registration relating to the Marks (the "Trademark Registrations"); (B) all works of authorship (the "Works of Authorship") and all United States, foreign and state copyright registrations and applications for registration relating to the Works of Authorship (the "Copyright Registrations"); (C) all patented or patentable inventions (the "Inventions") and all United States and foreign patents and applications for patent relating thereto (the "Patents"); and (D) all confidential or proprietary processes, inventions patentable or not, formulas, technical data and other similar information and technologies that are of commercial value to the Business (the "Trade Secrets") (the Marks, Works of Authorship, Inventions, Trade Secrets, Trademark Registrations, Copyright Registrations and Patents being referred to collectively herein as the "Intellectual Property"), together with all goodwill related to the Intellectual Property, and any royalty and other income from or related to the Intellectual Property accruing after the Effective Time. All items of Intellectual Property are described on Schedule 1.2(f).

(g) Permits. All permits, authorizations, certificates, approvals and licenses relating to the operation of the Business, including, without limitation, those listed on Schedule 1.2(g) (the "Permits").

(h) Records. All records, technical data, asset ledgers, books of account, inventory records, budgets, customer and supplier lists, sales literature, catalogues, trade lists, advertising and promotional materials, payroll and personnel records, computer programs, correspondence and other files of Seller created or maintained in connection with the Business, other than any Excluded Assets.

(i) Claims. All of Seller's rights to any choses in action, claims, causes or rights of action arising in connection with the Business other than those arising under or in connection with this Agreement and the Exhibits and Schedules thereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

SELLER:

GAMERA BIOSCIENCE CORPORATION

By: 
Title: PRESIDENT

BUYER:

TECAN BOSTON, INC.

By: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

SELLER:

GAMERA BIOSCIENCE CORPORATION

By: _____
Title: _____

BUYER:

TECAN BOSTON, INC.

By: OSHAW
Title: President

Intellectual Property

See attached.

Since the fourth quarter of 1998, it has been Seller's policy to maintain patents and patent applications in the U.S., EEOC, and Japan only.

BUSDOCS:870331.7

Gamera Bioscience Patents

1. Nucleic Acid Amplification and Detection

<u>Case No.</u>	<u>Serial No.</u>	<u>Status</u>	<u>Date*</u>	<u>Description</u>
93,407-B	08/353,573	Issued/US 5,686,271	11/11/97	MCR (isothermal ation) amplification apparatus
93,407-C	08/375,226	Issued/US 5,545,540	8/13/96	MCR (isothermal amplification method)
94,179-B	08/464,081	Issued/US 5,683,657	11/4/97	SPS (meltometer) apparatus

*Date = issue date

Applications have been made, some patents granted in Europe, Australia, and other countries.

2. LabCD (Centrifugal Format) Technology and Applications

<u>Case No.</u>	<u>Serial No.</u>	<u>Status</u>	<u>Date*</u>	<u>Description</u>
95,1408-D	08/761,063	Filed/Pending	12/5/95	LabCD with informatics
95,1408-G	08/768,990	Filed/Pending	12/18/95	LabCD without informatics
95,1408-I	08/910,726	Filed/Pending	8/12/96	Capillary valves
95,1408-K	08/995,056	Filed/Pending	12/19/96	Affinity-based particulate capture and counting
95,1408-N	To be assigned	Filed/Pending	5/19/99	Diabetes both LabCD and instrument
95,1408-P	09/083,678	Filed/Allowed	5/22/97	LabCD applications
95,1408-KK+	To be assigned	Provisional	6/22/99	LabCD/DNA plasmid Sample Prep: PCR
95,1408-LL+	To be assigned	Provisional	6/18/99	LabCD/microfabrication & enzymatic assays
95,1408-MM+	60/143,086	Provisional	5/14/99	LabCD/genomic sample processing with PCR
95, 1408-OO	To be assigned	Provisional	12/8/99	Additional microfab. structures
95, 1408-SS	To be assigned	Filed /Pending	5/16/00	PCR with Fluid Shuttling

95, 1408-TT	To be assigned Filed /Pending	5/16/00	PCR with Fluid Shuttling
95, 1408-UU	To be assigned Provisional	5/18/00	Cell based assays
95, 1408-VV	To be assigned Provisional	5/18/00	Applications (DNA Amplification & HTS)
95, 1408-WW	To be assigned Provisional	5/18/00	HTS
MBHBOO-404	To be assigned Provisional	5/18/00	Surface treatment of LabCD (coatings)
MBHBOO-404A	To be assigned Provisional	5/18/00	Fluid mixing designs

*Date=Priority date. This is the date of the provisional for patents preceded by a provisional filing and is the filing date for patents filed without a provisional.

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

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.

II. LabCD (Centrifugal Format) Technology and Applications

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

Case No.	Serial No.	Status/Country	Patent No.	Date	Patent Description
95,1408-D	08/761,063	Pending/US		12/5/96	LABCD—informatics
95,1408-E	PCT/US96/19514	National/PCT		12/5/96	LABCD—informatics
95,1408-G	08/768,990	Pending/US		12/18/96	LABCD—no informatics
95,1408-H	60/047,488	Prov/US; patent filed as 95,1408-P		5/22/98	LABCD applications
95,1408-I	08/910,726	Pending/US		8/12/97	Passive valves
95,1408-J	PCT/US97/11585	National/PCT		8/12/97	Passive valves
95,1408-K	08/995,056	Pending/US		12/19/97	Cell counting
95,1408-N	To be assigned	Pending/US		5/19/99	Analyte Detection (diabetes)
95,1408-P	09/083,678	Allowed/US		5/22/98	LABCD (structures)
95,1408-Q	PCT/US98/10520	Pending/PCT		5/22/98	LABCD
95,1408-R	702,403	Granted/AU		12/5/96	LABCD
95,1408-U	96943641.9	Pending/EPC		12/5/96	LABCD
95,1408-V	9-521481	Pending/JP		12/5/96	LABCD
95,1408-W	984463	Pending/MX		12/5/96	LABCD
95,1408-X	P982563	Pending/NO		12/5/96	LABCD
95,1408-Y	704305/98	Pending/SK		12/5/96	LABCD
95,1408-Z	Granted; to be assigned	Pending/CA		12/5/95	LABCD
95,1408-AA	97939336.0	Pending/EPC		8/12/97	Passive valves
95,1408-BB	195,09702	Pending/JP		8/12/97	Passive valves
95,1408-KK		Prov/US		6/22/99	LABCD/DNA sample prep; PCR (6)
95,1408-LL		Prov/US		6/18/99	Microfabrication/enzymatic assays
95,1408-MM	60/143,086	Prov/US		5/14/99	PCR
95,1408-NN		Pending/Japan			LabCD (structures)
95,1408-OO		Prov./US		12/8/99	Microfabrication
95,1408-PP		Pending/EPC			LabCD (structures)

95,1408-QQ		Option/Canada			LabCD (structures)
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*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.