

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Tecan Boston, Inc.	12/02/2000
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Tecan Trading AG
<b>Street Address:</b>	Seestrasse 103
<b>City:</b>	Mannedorf
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	CH-8708
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5545540
Patent Number:	5683657
Patent Number:	6063589
Patent Number:	6143247
Patent Number:	6143248
Application Number:	08761063
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)588-0500
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	212588-0800
<b>Email:</b>	smarcano@flhlaw.com
<b>Correspondent Name:</b>	Thomas J. Kowalski
<b>Address Line 1:</b>	745 Fifth Avenue
<b>Address Line 2:</b>	Frommer Lawrence & Haug LLP
<b>Address Line 4:</b>	New York, NEW YORK 10151
<b>ATTORNEY DOCKET NUMBER:</b>	674182-1000

**CH \$240.00 5545540**

**PATENT**

NAME OF SUBMITTER:

Sarah Marcano

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY TRANSFER AND SALE AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AND SALE AGREEMENT (this "Agreement") made as of this 2<sup>nd</sup> 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 20<sup>th</sup> 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.

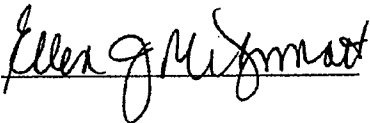
NOW, THEREFORE, for the sum of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

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.

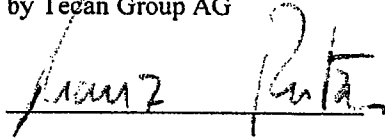
**SELLER:**  
Tecan Boston, Inc.

By: 

Printed Name: Ellen J. McDermott

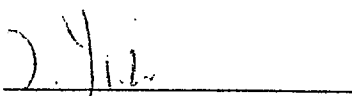
Title: Controller/Secretary

**BUYER:**  
Tecan Trading AG in Gründung  
by Tecan Group AG

By: 

Printed Name: Franz Rutzer

Title: CFO

By: 

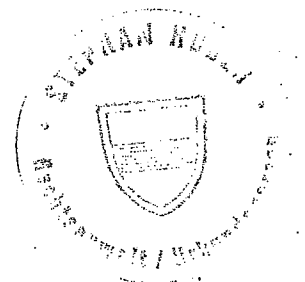
Printed Name: Joe Kaelin

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



## Gamera Bioscience Patents (detail)

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

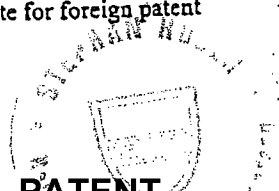
1. Those around nucleic acid amplification and detection technology in non-centrifugal formats
2. Those concerning the centrifugal (LabCD) format.

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).

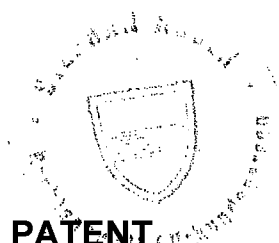
Case No.	Serial No.	Status/Country	Patent No.	Date	Patent Description
95,1408-D	08/761,063	Pending/US		12/5/96	LABCD—informatics
95,1408-E	PCT/US96/19514	National/PCT		12/5/96	LABCD—informatics
95,1408-G	08/768,990	Pending/US		12/18/96	LABCD—no informatics
95,1408-H	60/047,488	Prov/US; patent filed as 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)

PATENT

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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.





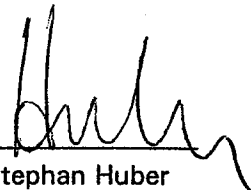
**OFFICIAL CERTIFICATION**

These copies are true copies of the original submitted, except that in contrast to the original, the selling price has been blacked out.

Zug, 1<sup>st</sup> March 2005



The notary public

  
RA Stephan Huber



# Handelsregister des Kantons Zürich - Hauptregister

Firmennummer CH-170.3.024.707-0	Rechtsnatur Aktiengesellschaft	Eintragung 18.12.2001	Löschung	Uebertrag von: auf:	1
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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, besondere Vorteile, Genusscheine	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

Zei	Ref	TB-Nr	TB-Datum	SHAB	SHAB-Datum	Seite	Zei	Ref	TB-Nr	TB-Datum	SHAB	SHAB-Datum	Seite
	0		(Sitzverlegung)		(Sitzverlegung)		HS	6	24175	25.08.2003	165	29.08.2003	17
KA	1	33288	18.12.2001	249	24.12.2001	10175	WI	7	14283	24.05.2004	102	28.05.2004	21
BV	2	7777	26.03.2002	63	03.04.2002	23	HS	8	22301	05.08.2004	154	11.08.2004	18
SN	3	15999	27.06.2002	126	03.07.2002	26							
CA	4	2122	21.01.2003	16	27.01.2003	25							
GF	5	3699	05.02.2003	27	11.02.2003	21							

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 = Zeichnungsberechtig.	Stv = Stellvertreter(in)
GL = Geschäftsleitung	Dir = Direktion		

Ei	Ae	Lö	Personalangaben	Funktion	Zeichnungsart
0		6	Sutcliffe, Dr. Emile C., von Zürich, in Uetikon-am-See	P	KU zu zweien
0		7	Rutzer, Franz, von Flums, in Widen	M	KU zu zweien
0			KPMG Fides Peat, in Zürich	Revisionsstelle	
2			Günthardt, Felix, von Küsnacht ZH, in Küsnacht ZH		KU zu zweien
2		7	Hatt, Bruno, von Herrliberg, in Männedorf		KU zu zweien
2			Hinz, Christoph, deutscher Staatsangehöriger, in Stäfa		KU zu zweien



# Handelsregister des Kantons Zürich - Hauptregister

CH-170.3.024.707-0	Tecan Trading AG	Männedorf	27
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## Alle Eintragungen

Ei	Ae	Lö	Personalangaben	Funktion	Zeichnungsart
2		5	<del>Kälin, Josef, von Einsiedeln, in Dürnten</del>		<del>KU zu zweien</del>
2		7	<del>Schrofnar, Anton, österreichischer Staatsangehöriger, in Meilen</del>		<del>KU zu zweien</del>
3			Hälg, Werner Josef, von Niederhelfenschwil, in Männedorf		KU zu zweien
4		6m	<del>Eugster, Rudolf, von Altstätten, in Stallikon</del>		<del>KU zu zweien</del>
	6	7m	Eugster, Rudolf, von Altstätten, in Männedorf	P	KU zu zweien
	7		Eugster, Rudolf, von Altstätten, in Männedorf	M	EU
7			Bucheli, Christian, von Littau und Luzern, in Risch		KU zu zweien
7		8m	<del>Galdos, Aitor, spanischer Staatsangehöriger, in Triesen (FL)</del>		<del>KU zu zweien</del>
7			Thüler, Michael, von Landiswil, in Diepoldsau		KU zu zweien
	8		Galdos, Aitor, spanischer Staatsangehöriger, in Triesen (FL)	P	KU zu zweien
8			Wilhelm, Andreas, von Ipsach, in Zürich	M	KU zu zweien

Zürich, 01.03.2005 08:45

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.