

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Roche Diagnostics Corporation	01/01/2004
RECEIVING PARTY DATA	
Name:	Roche Diagnostics Operations, Inc.
Street Address:	9115 Hague Road
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46250
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10838155
CORRESPONDENCE DATA	
Fax Number:	(317)637-7561
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(317) 634-3456
Email:	cps@uspatent.com
Correspondent Name:	Charles P. Schmal
Address Line 1:	Woodard, Emhardt, Moriarty, et al.
Address Line 2:	111 Monument Circle, Suite 3700
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	7404-624
NAME OF SUBMITTER:	Charles P. Schmal
Total Attachments: 4 source=WP 20976 US1 Assign RDC to RDOI#page1.tif source=WP 20976 US1 Assign RDC to RDOI#page2.tif source=WP 20976 US1 Assign RDC to RDOI#page3.tif	

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**ASSET CONVEYANCE, GENERAL ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This Asset Conveyance, General Assignment and Assumption Agreement (the "Agreement") effective as of January 1, 2004, is between Roche Diagnostics Corporation, an Indiana corporation ("RDC") and Roche Diagnostics Operations, Inc., a Delaware corporation ("RDOI"). RDC and RDOI are referenced individually as "Party" and collectively as "Parties".

WHEREAS, RDC deems it desirable to transfer certain assets and operations to its subsidiary RDOI for the purpose of aligning RDC's legal entity structure with local and global structure and accountabilities.

WHEREAS, this Agreement is necessary to evidence certain contributions to the capital of RDOI by RDC and to evidence the assumption of certain liabilities and obligations by RDOI.

WHEREAS, it is intended by the Parties that the exchange contemplated herein qualify for tax-free treatment under Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RDC hereby assigns, transfers, conveys and delivers to RDOI free and clear of all liens (except as otherwise provided in Exhibit A), the following assets constituting personal property relating to or associated with the business to be conducted by RDOI:

- (a) Intangible Property. RDC's right, title and interest in and to all patents, patent applications, trademarks, and trademark applications listed on Exhibit B and all license agreements recited in Exhibit B to the extent those license agreements allow assignment from RDC to RDOI (the "Transferred Intellectual Property");
- (b) Transferred Contracts. RDC's right, title and interest in and to the contracts listed in Exhibit C to the extent those contracts may be assigned from RDC to RDOI (the "Transferred Contracts");
- (c) Tangible Personal Property Owned by RDC. RDC's right, title and interest in and to all tangible personal property listed in Exhibit D (the "Transferred Personal Property"); and
- (d) Tangible Personal Property Rented or Leased by RDC. RDC's leasehold interests and rights in and to the tangible personal property located in the Leased Premises and currently being leased or rented by RDC from a third party pursuant to the lease or rental agreements listed in Exhibit E (the "Personal Property Leases").

RDOI hereby assumes and agrees to perform RDC's obligations under the Transferred Contracts. RDC hereby assigns and conveys to RDOI any and all rights it may have to receive payments, revenues, or other receipts under the Transferred Contracts for work performed or services or materials provided under the Transferred Contracts after the date hereof and relinquishes any and all rights it may have to such payments, revenues, and receipts.

RDOI hereby assumes and agrees to perform RDC's obligations under the Personal Property Leases to the extent that the Personal Property Leases cover tangible personal property located in the Leased Premises. RDOI agrees to pay RDC RDOI's pro rata share of any and all payments due from RDC to a third party with respect to tangible personal property located in the Leased Premises.

RDC agrees that from time to time, whether on or after the date hereof, it will execute and deliver such other documents and take such other actions as may reasonably be required to transfer, assign and convey to RDOI more effectively the assets which are the subject of this Agreement.

This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns.

This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall constitute but one and the same instrument.

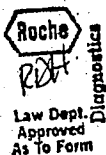
IN WITNESS WHEREOF, RDC and RDOI have executed this Asset Conveyance, General Assignment and Assumption Agreement as of the date first written above.

ROCHE DIAGNOSTICS CORPORATION

By: M. Madans

Printed: MARTIN MADANS

Title: President & CEO



ROCHE DIAGNOSTICS OPERATIONS, INC.

By: Ned J Campbell

Printed: Ned J Campbell

Title: President



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ADDENDUM

This is an Addendum to subparagraph (a) Intangible Property of the "Asset Conveyance, General Assignment and Assumption Agreement", attached hereto:

"RDC's right, title and interest in any and all applications arising from the patents, patent applications listed in Exhibit B, including any and all divisionals, continuations, continuations-in-part thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof."

IN WITNESS WHEREOF, RDC and RDOI have agreed that this Addendum to the "Asset Conveyance, General Assignment and Assumption Agreement" is effective as of January 1, 2004.



ROCHE DIAGNOSTICS CORPORATION (RDC)

By: [Signature]

Printed: Lynn M. Gagel

Title: Assistant Secretary



ROCHE DIAGNOSTICS OPERATIONS, INC.
(RDOI)

By: [Signature]

Printed: Steve A. Oldham

Title: Vice President, General Counsel and Secretary

21386	US1	Sampling devices and methods for bodily fluids	US	10/164824	6/7/2002 0:00	ROCHE RDC INDI	SS
21374	US1	Test media cassette for bodily fluid testing device	US	10/164828	6/7/2002 0:00	ROCHE RDC INDI	SS
21375	US1	Sampling devices and methods utilizing a horizontal capillar	US	10/165101	6/7/2002 0:00	ROCHE RDC INDI	SS
21373	US1	Devices and methods for the expression of bodily fluids from	US	10/165102	6/7/2002 0:00	ROCHE RDC INDI	SS
21376	US1	Sampling devices and methods utilizing a stepped capillary p	US	10/165120	6/7/2002 0:00	ROCHE RDC INDI	SS
21389	US1	Control solution packets and methods for calibrating bodily	US	10/166425	6/10/2002 0:00	ROCHE RDC INDI	SS
21599	US	Rapid species determination	US	10/168839	12/27/2000 0:00	ROCHE RDC INDI	
21306	US	Use of FKBP chaperones as expression tool	US	10/179038	6/24/2002 0:00	ROCHE RDC INDI	AM
19290	US1	Soluble complexes of target proteins and peptidyl prolyl iso	US	10/179905	6/24/2002 0:00	ROCHE RDC INDI	AM
21039	US1	Protease inhibitor conjugates useful in immunoassay	US	10/192052	7/10/2002 0:00	ROCHE RDC INDI	AM
19153	US	Modular analytical system	US	10/192826	7/9/2002 0:00	ROCHE RDC INDI	HB
19097	US	New composition and method for Hot Start nucleic acid amplif	US	10/192902	7/11/2002 0:00	ROCHE RDC INDI	AM
19144	US	Improved method for random cDNA amplification	US	10/193022	7/11/2002 0:00	ROCHE RDC INDI	AM
19073	US2	Immunoassay for LSD and 2-OXO-3-hydroxy-LSD	US	10/197721	7/18/2002 0:00	ROCHE RDC INDI	AM
21341	US	Enzymatic assay of HIV protease inhibitors	US	10/200096	7/18/2002 0:00	ROCHE RDC INDI	AM
19011	US	Array and method for dosing a hormone regulating blood sugar	US	10/203673	1/20/2001 0:00	ROCHE RDC INDI	SS
19013	US1	Electrochemical sensor for the determination blood clotting,	US	10/204524	2/19/2001 0:00	ROCHE RDC INDI	HB
19023	US	Lancets with a tip protection cap	US	10/204568	2/28/2001 0:00	ROCHE RDC INDI	SS
21208	US3	Embossed test strip system	US	10/217337	8/12/2002	ROCHE RDC INDI	SS
19004	US	Matrix-reactor and methods of producing products in this rea	US	10/221124	3/7/2001 0:00	ROCHE RDC INDI	AM
21210	US2	Electrochemical test device and related methods	US	10/224875	8/21/2002 0:00	ROCHE RDC INDI	SS
20973	US	Device and method for investigating the flowability of a phy	US	10/226958	8/23/2002 0:00	ROCHE RDC INDI	HB
21440	US1	Wicking methods and structures for use in sampling bodily fl	US	10/230494	8/29/2002 0:00	ROCHE RDC INDI	SS
20976	US	Analytical device with lancet and test element	US	10/230851	8/29/2002 0:00	ROCHE RDC INDI	SS
21025	US1	Diagnosis and treatment of disorders of iron metabolism	US	10/242061	9/12/2002 0:00	ROCHE RDC INDI	AM
21215	US3	Body fluid sampling device	US	10/247650	9/19/2002 0:00	ROCHE RDC INDI	SS
20981	US	Variants of an Erwinia-type creatinase	US	10/251078	9/20/2002 0:00	ROCHE RDC INDI	AM
21499	US1	Method and apparatus for sampling bodily fluid	US	10/254314	9/25/2002 0:00	ROCHE RDC INDI	SS
21452	US2	Electrodes, methods, apparatuses comprising micro-electrode	US	10/264785	10/4/2002 0:00	ROCHE RDC INDI	SS
19050	US3	Meter	US	10/264890	10/4/2002 0:00	ROCHE RDC INDI	KR
21452	US1	Electrodes, methods, apparatuses comprising micro-electrode	US	10/264891	10/4/2002 0:00	ROCHE RDC INDI	SS
19033	US	Fluorescein isothiocyanate (FITC) sinistrin, its production	US	10/276025	5/8/2001 0:00	ROCHE RDC INDI	HB
19161	US1	Recloseable biosensor	US	10/281717	10/28/2002 0:00	ROCHE RDC INDI	SS
21476	US	Method, assay, and kit for quantifying HIV protease inhibito	US	10/284040	10/29/2002 0:00	ROCHE RDC INDI	AM
18958	US	Antibodies and methods for determining proPSA	US	10/296272	5/23/2001 0:00	ROCHE RDC INDI	AM
19014	US	Core-shell particles	US	10/297238	8/11/2003 0:00	ROCHE RDC INDI	AM
19137	US1	Embedded metallic deposits	US	10/307635	12/2/2002 0:00	ROCHE RDC INDI	SS

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