

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EPPENDORF AG	12/22/2005
RECEIVING PARTY DATA	
Name:	QIAGEN NORTH AMERICAN HOLDINGS, INC.
Street Address:	27220 Turnberry Lane
City:	Valencia
State/Country:	CALIFORNIA
Postal Code:	91355
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10182852
Application Number:	10297367
Application Number:	10564562
CORRESPONDENCE DATA	
Fax Number:	(216)566-9711
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2165669700
Email:	martin@rankinhill.com
Correspondent Name:	Rankin Hill Porter Clark LLP
Address Line 1:	4080 Erie Street
Address Line 4:	Willoughby, OHIO 44094-7836
ATTORNEY DOCKET NUMBER:	QIA-17053
NAME OF SUBMITTER:	James A. Balazs
Total Attachments: 6 source=QIAGEN-ASSIGNMENT#page1.tif	

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Patent, Trademark and Know How Purchase Agreement

between

Eppendorf AG, Barkhausenweg 1, 22339 Hamburg, Germany, here being duly represented
by the members of the board of directors Klaus Fink and Detmar Ammermann

(hereinafter referred to as "Seller")

and

Qiagen North American Holdings Inc., 27220 Turnberry Lane, Valencia, 91355 California,
USA, here being duly represented by its Chief Financial Officer Roland Sackers

(hereinafter referred to as "Purchaser")

(the Seller and the Purchaser jointly also referred to as the "Parties")

RECITALS

- (A) **WHEREAS** Eppendorf AG is a validly established stock corporation (*Aktiengesellschaft*) having its registered office in Hamburg and being registered in the commercial register of the local court (*Amtsgericht*) Hamburg under docket no. HR B 76249. Eppendorf is a biotechnology company that develops, manufactures and distributes systems comprising instruments, consumables and reagents for use in laboratories world-wide.
- (B) **WHEREAS** Seller wishes to sell substantially all its intellectual property rights related to the Eppendorf - 5 Prime ("E5P") Business and Purchaser wishes to purchase these intellectual property rights on the terms and conditions set out in this Patent, Trademark and Know How Purchase Agreement. These intellectual property rights are necessary to conduct the E5P Business.
- (C) **WHEREAS** Seller wishes to transfer certain licenses to Purchaser.
- (D) **WHEREAS** Purchaser will also purchase by a separate Share Purchase Agreement (the "Share Purchase Agreement") all of the outstanding shares of Eppendorf - 5 Prime Inc., located in the USA. Eppendorf - 5 Prime Inc. is a wholly owned subsidiary of Eppendorf Inc. and Eppendorf Inc. is a wholly owned subsidiary of Seller.
- (E) **WHEREAS** the intellectual property rights sold and transferred hereunder are essential for the continuation and enhancement of the E5P Business by Purchaser.

NOW, THEREFORE, the Parties hereto agree as follows:

§ 1

Sale of Intellectual Property Rights

- 1.1 Seller hereby sells to Purchaser all rights in the patents, patent applications and underlying inventions listed in Schedule 1.1 A. Expressly excluded from the sale are the patents, patent applications and intellectual property rights listed in Schedule 1.1 B.
- 1.2 Seller hereby also sells to Purchaser all other existing patents, patent applications, other registered or pending intellectual property rights, current developments, inventions, utilization rights pursuant to Section 6 of the German Employee Inventions Act, and all knowledge, know-how, proprietary information, procedures, formulas and all embodiments of such (in particular any descriptions, samples, drawings whether in writing as hardcopy or stored as data via data processing) and other intangible assets pertaining to the E5P Business compiled in the compact disc Schedule 1.2 A containing information as listed in the table of contents in Schedule 1.2 B.
- 1.3 Seller moreover hereby sells to Purchaser the trademarks or trademark applications, respectively, and utility models or utility models applications, respectively, listed in Schedule 1.1 A.

- 1.4 Purchaser is aware that Seller retains fully-paid up, royalty-free non-exclusive, indefinite licenses with regard to certain of the Intellectual Property Rights specified in Schedules 1.1 A and 2A.1 for use with Seller's arrays or method claims for use of Seller's instruments and non-enzyme consumables, , respectively, outside the *Nucleic Acid Sample Prep Reagent and Amplification Reagent* business as defined in the first sentence of section 7.1, including OEM business, as further detailed in Schedules 1.1 A and 2A.1. Purchaser herewith confirms and grants such royalty-free non-exclusive, indefinite licenses.
- 1.5 The sold patents, patent applications and underlying inventions, technical know-how and trademarks as defined in §§ 1.1, 1.2 and 1.3 will be referred to hereinafter as the "Intellectual Property Rights".
- 1.6 Purchaser accepts the sale of the Intellectual Property Rights.

§ 2

Transfer of Intellectual Property Rights

- 2.1 Effective as of Closing Date agreed upon in the Share Purchase Agreement (the "Closing Date") and subject to the satisfaction of the Closing Conditions set forth in the Share Purchase Agreement – such satisfaction to be confirmed in writing by the Seller at Closing for documentation purposes –, Seller assigns and/or transfers to Purchaser the Intellectual Property Rights. Purchaser accepts the assignments and transfers in accordance with the foregoing sentence. The compact disc Schedule 1.2 A shall be handed over to Purchaser at the Closing Date.
- 2.2 As from the Closing Date, Purchaser shall have the sole right to use the Intellectual Property Rights, even if Purchaser is at that time not yet registered as applicant/holder.
- 2.3 The Parties shall procure after the Closing Date the transcription of the applications of the Intellectual Property Rights onto the name of Purchaser. Seller shall upon demand by Purchaser support Purchaser in the transfer and transcription of the Intellectual Property Rights.
- 2.4 Until Closing Date, Seller shall be responsible at own costs to pursue the further registration of the Intellectual Property Rights and to defend them against challenges by third parties.
- 2.5 From the Closing Date, Purchaser shall be responsible at own costs for the transcription of and to pursue the further registration of the Intellectual Property Rights and to defend them against challenges by third parties. Seller shall, upon request by Purchaser, support Purchaser in this respect. Seller shall not charge own internal costs to Purchaser for this support but Purchaser shall compensate Seller's reasonable external expenses which Seller has incurred on Purchaser's request, e.g. fees of advisors, travel expenses.

§ 2 A

License Contracts

- 2A.1 Seller shall transfer to Purchaser the license contracts related to the E5P Business set forth in Schedule 2A.1 (the "License Contracts"). Payments and receipts on License


- 9.3 The Parties agree that the total of the liability of Seller and any and all of its Affiliates on the one hand to the Purchaser and any and all of its Affiliates on the other under this Agreement, regardless of the contractual or legal basis of such liability, is capped at paid purchase price in sum. The mandatory statutory rights of Purchaser in case of fraudulent behaviour remain unaffected.
- 9.4 This Agreement and any dispute thereunder shall be governed by and construed under the law of the Federal Republic of Germany. The applicability of the Vienna Convention (CISG) shall be excluded.
- 9.5 The venue for any and all disputes out of or in connection with this Agreement shall be Hamburg, Germany.
- 9.6 Amendments to this Agreement are valid only if agreed to in a written amendment agreement, signed by all parties. The signatures on such agreement can also be transmitted by telefax. E-mail does not meet the written form requirement. Any waiver of this written form requirement requires the same written form as well.
- 9.7 Should any of the provisions of this Agreement be or become fully or partly invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable. The invalid or unenforceable provision shall be replaced by a provision which shall come as close as possible to the economic purpose of the invalid provision. Any gaps under this Agreement shall be filled by a provision which the Parties as prudent businessmen would in good faith have agreed to, had they considered the matter not covered by this Agreement. Section 139 German Civil Code (BGB) is expressly excluded.


 Date: Hamburg, this 21st day of December 2005

Qiagen North American Holdings Inc.

(Roland Sackers)

Eppendorf AG


(Klaus Fink)

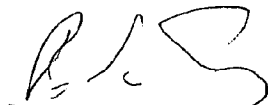

(Detmar Ammermann)

Revision of ESC/Qiagen of 22 December 2005 (16.04 Uhr)

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²²
Date: Hamburg, this 21st day of December 2005
_{SC}

Qiagen North American Holdings Inc.



(Roland Sackers)

Eppendorf AG

(Klaus Fink)

(Detmar Ammermann)

Purchase Agreement

Schedule 1.1A
Patents and Patent Applications
(Redacted Version)

Title	Application No.	Filing Date	Publication No.	Publication Date
Use Of Functionalised Porous Membranes Or Matrices For Purification Of Nucleic Acids And Corresponding Methods	10/182,852	August 2, 2002	US 2003/0191302 A1	October 9, 2003
Method For Isolating Plasmids From Suspended Bacterial Or Yeast Cells	10/297,367	December 4, 2002	US 2003/0134412 A1	July 17, 2003
Method For The Detection Of Biomolecules Based On The Replication Of Bound Nucleic Acids	10/564,562	January 13, 2006	US 2006/0183126 A1	August 17, 2006