

07-25-2007

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FINANCE SECTION

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To the Director of the U.S. Patent & Trademark Office

Original documents or the new address(es) below.

1. Name of conveying party(ies) Execution Date(s):

Alec Mian

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 15, 2007

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Corrective Assignment to correct Assignee's name previously recorded on Reel 019432 Frame 0313

2. Name and address of receiving party(ies)

Name Tecan Trading AG
Street Address: Seestrasse 103
City: Mannedorf
Country: Switzerland Zip: CH-8708

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

4. Application or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s) 5,683,657

Additional numbers attached? ☐ Yes ☒ No

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

Name: Thomas J. Kowalski
Internal Address: FROMMER LAWRENCE & HAUG LLP
Street Address: 745 FIFTH AVENUE
City: NEW YORK
State: N.Y. Zip: 10151
Phone Number: 212-588-0800
Fax Number: 212-588-0500
E-mail Address: akowalski@flhlaw.com

6. Total number of applications and patents involved 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account 50-0320
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

- a. Credit Card Last 4 Numbers _____
Expiration Date: _____
b. Deposit account number: 50-0320
Authorized User Name: _____

9. Signature:

Deborah L. Lu

Deborah L. Lu Reg. No. 50,940
Name of Person Signing

July 23, 2007
Date

Total number of pages including cover sheet
attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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PATENT
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07-09-2007

Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Alec Mian	06/15/2007

RECEIVING PARTY DATA

Name:	Tecan Trading, AG, Tecan Group Ltd.
Street Address:	Seestrasse 103
City:	Mannedorf
State/Country:	SWITZERLAND
Postal Code:	CH-8708

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5683657

CORRESPONDENCE DATA

Fax Number: (212)588-0500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212)588-0800
Email: Akowalski@fhlaw.com
Correspondent Name: Frommer Lawrence & Haug
Address Line 1: 745 Fifth Avenue
Address Line 2: 10th Floor
Address Line 4: New York, NEW YORK 10151

ATTORNEY DOCKET NUMBER:

674182-1000

NAME OF SUBMITTER:

Deborah L. Lu

Total Attachments: 52
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File No: 674182-1000
Patent No.: 5,683,657
Issue Date: November 4, 1997
Serial No.: 08/464,081
Filing Date: June 5, 1995

ASSIGNMENT

I, **Alec Mian** have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **DNA meltometer** and **Tecan Trading, AG, Seestrasse 103, CH-8708 Mannedorf, SWITZERLAND** and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, I hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance;

5. Bind my heirs and legal representatives, as well as myself to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or my heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs or legal representatives and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have affixed my signature.

Date

Alec Mian

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EXHIBIT A

00437750.DOC

CONFIDENTIALITY AND INVENTIONS AGREEMENT

THIS CONFIDENTIALITY AND INVENTIONS AGREEMENT (this "Agreement") is made this _____ day of _____, 2006, by and between Tecan US, its parent(s), subsidiaries and any affiliates ("Tecan"), and _____, an individual serving as *[check the appropriate space and initial]*:

Initials

_____ an employee of Tecan;

_____ an independent contractor of Tecan.

Tecan is engaged in the business of the sales and distribution of medical laboratory instruments and is continually seeking to improve its distribution and sales methods and to develop new products and services. This business includes the use and development of certain information referred to herein as "Proprietary Information." Tecan's business success and competitive position in its industry are dependent upon keeping Proprietary Information confidential.

"Proprietary Information" is defined as information treated as confidential by Tecan that has been created, discovered, developed, acquired or otherwise become known to Tecan and which has a commercial value in its business. In addition, Proprietary Information shall specifically include any confidential information concerning the business of any customer or client of Tecan that is acquired as part of the business relationship between Tecan and such customer or client. Proprietary Information includes, but is not limited to, all inventions, processes, ideas, data, computer programs, developments, designs, techniques, marketing plans, customer lists, supplier lists and other information owned by Tecan which is not public information. Notwithstanding the preceding definition, "Proprietary Information" shall not include any information which (a) is not subject to any restrictions on disclosure prior to the receipt thereof, (b) is disclosed by a third party who is not under an obligation not to disclose such information, or (c) is in the public domain or becomes generally known through no fault of the employee or independent contractor, as the case may be.

In consideration of my employment or engagement by Tecan and other good and valuable consideration, I, the undersigned, agree to the following conditions:

1. Nondisclosure of Proprietary Information. I recognize that all Proprietary Information is the sole property of Tecan and its assigns. At all times, both during the period of my employment or engagement by Tecan and after the termination of that employment or engagement, I will keep in the strictest confidence and trust all Proprietary Information. I will not disclose any Proprietary Information without the prior express written consent of the management of Tecan.

2. Return of Documents. Upon termination of my employment or engagement with Tecan for any reason, I will return to Tecan all documents, notes, drawings, specifications, computer programs, data and any other materials or copies of such materials that I may have in my possession or control.

3. Discoveries Are the Property of Tecan. I acknowledge and agree that all discoveries, inventions, designs, improvements, processes, techniques, or any information of possible technical or commercial importance relating to Tecan's business ("Developments") made by me, alone or with others, during term of my employment or engagement by Tecan will be the sole property of Tecan and its assigns. Tecan and its assigns will be the sole owner of all patents, copyrights, trade secrets and other proprietary rights arising from such Developments. I hereby assign to Tecan any rights which I may have or may acquire in such Developments.

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Further, I agree to assist Tecan in every necessary or appropriate way to obtain or to enforce any patents, copyrights, trade secrets or other proprietary rights relating to Developments and to execute all documents necessary to vest in Tecan full legal title to such Developments. I agree to continue this assistance after the termination of my employment or engagement with Tecan. I hereby irrevocably designate and appoint Tecan and its duly authorized officers and agents as my agents and attorneys-in-fact to execute and file any certificates, applications or documents and to do all other lawful acts necessary to vest, record and protect Tecan's rights in the Developments.

I expressly acknowledge that the foregoing power of attorney is coupled with an interest and is therefore irrevocable and will survive my death or incompetency.

4. Nonsolicitation. I agree that for the duration of my employment or engagement with Tecan and for a period of one (1) year thereafter (the "Restriction Period"), I will not, on my own behalf or on behalf of any other person, corporation, partnership or entity:

(a) Call upon any of the customers or clients of Tecan for the purpose of soliciting or providing customers to any business other than Tecan;

(b) Call upon any of the other employees, consultants or representatives of Tecan, who are such during the Restriction Period, for the purpose of soliciting or inducing such employees, consultants or representatives to discontinue their relationship with Tecan or to establish a relationship with any other business;

(c) Call upon any providers of Tecan's Proprietary Information for the purpose of obtaining or using such Proprietary Information; or

(d) Solicit, divert or take away or attempt to solicit, divert or take away any of the customers or clients of Tecan or any of the employees or representatives maintaining a relationship with Tecan during the Restriction Period.

Provided, nothing in this section 4 shall apply in the event the employee is laid off or otherwise terminated by Tecan through no fault of his own. And further provided, that nothing in this section 4 shall apply in the event of a change in the management of Tecan such that either of the persons holding the positions of President or Vice President of Tecan at the time of execution of this Agreement shall no longer hold such position at Tecan.

5. Reasonableness of Restrictions. I acknowledge that I have carefully read and considered the provisions of this Agreement and, having done so, understand and agree that the restrictions listed in the Agreement are reasonable and necessary for the protection of Tecan, its officers, directors and other employees. I further understand that the protection and secrecy of Tecan's Proprietary Information and Developments are conditions of my employment or engagement by Tecan. If any provision of this Agreement is held to be invalid, the remaining provisions are to continue to be valid, and this Agreement will be interpreted as if the invalid provision were not included.

6. Availability of an Injunction and Specific Performance. I agree that Tecan will, in addition to any other rights and remedies available to it, be entitled to an injunction or an order of specific performance, as the case may be, to be issued by any court of competent jurisdiction if Tecan reasonably suspects that I have committed or may commit any violation of this Agreement. If Tecan should prevail in any suit filed to enforce the terms of this Agreement, it shall be entitled to recover, in addition to any other damages or costs it may incur, the costs incurred in conducting the suit, including reasonable attorneys' fees.

7. Miscellaneous.

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a. This Agreement contains the entire understanding between Tecan and the undersigned with respect to the contents of this Agreement and supersedes all prior or contemporary agreements or understandings, whether written or oral, relating to this subject matter.

b. This Agreement is not an employment agreement and shall not be construed as conferring any legal or other rights upon any employee or any persons for continuation of employment. No provision of this Agreement shall interfere with the right of Tecan to discharge any employee with or without cause.

c. This Agreement will be binding upon and inure to the benefit of Tecan and its successors and assigns. My rights and obligations under this Agreement will be binding upon my heirs, representatives, successors and permitted assigns, but I agree not to assign my rights or obligations under this Agreement without the prior written consent of Tecan. I further acknowledge and agree that any attempted assignment of my rights or obligations under this Agreement without Tecan's prior written consent will be void and of no force or effect.

d. This Agreement will be subject to and governed by the laws of the State of North Carolina.

e. The failure by Tecan to insist upon strict compliance with any provision of this Agreement will not be deemed a waiver of such provision or of any other provision in the Agreement. Any waiver of any provision of this Agreement by Tecan will be ineffective unless such waiver is in writing and signed by an authorized officer of Tecan.

f. This Agreement may not be modified or amended except by an agreement in writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated above.

(SEAL)

Signature of Employee or Contractor

JURAT:

On this the _____ day of _____, 20____, _____
personally appeared before me, a Notary Public, and being by me first duly sworn,
signed the foregoing Confidentiality and Inventions Agreement.

Notary Public

My Commission Expires: _____

ACCEPTED AND AGREED:

TECAN U.S., INC.

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Date: 5/16/03

By: _____

Its: _____

TECAN US, ITS PARENT(S), SUBSIDIARIES AND AFFILIATES

WORKFORCE CONFIDENTIALITY & NONDISCLOSURE ADDENDUM ACKNOWLEDGING CORPORATE POLICIES AND PROCEDURES RELATING TO PRIVACY OF CLIENT AND CORPORATE BUSINESS INFORMATION

This Addendum to the Confidentiality and Inventions Agreement is entered into between TECAN US, its parent(s), subsidiaries and any affiliates. ("Company"), and

☐ _____ ("Employee")

☐ _____ ("Contractor")

(Collectively "You") on the ____ day of _____, 20__ is to ensure that you understand and accept responsibility for your actions which impact the Company as a result of the various regulatory and contractual obligations related to privacy of individually-identifiable information and the preservation of business information from disclosure to any third party.

1. The Importance of Protecting Client Information. As someone with a business relationship with the Company, it is vital that you understand the importance of protecting the numerous pieces of data related to our clients. Under various federal regulations and as a result of our contractual relationships with various insurers and our clients, it is vital that you protect against the unauthorized disclosure of information to anyone who is not either (1) the client, unless the benefit is being offered in a group setting, then in that situation the applicant, or (2) an employee or agent of this Company, but only that information which is absolutely necessary to allow our Company to perform necessary sales, marketing and support services on behalf of our clients.
2. Our Obligations under HIPAA privacy. This Company is contracted with numerous covered entities that are required to comply with the various federal regulations related to the privacy and security of protected health information arising out of the Health Insurance Portability and Accountability Act ("HIPAA") or independently under state law.

Under these requirements, the Company and members of its workforce, including you, are to protect against the impermissible disclosure of any client's Protected Health Information to an unauthorized third party.

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"Protected Health Information," means individually identifiable health information. 'Identifiable' refers not only to data that is explicitly linked to a particular individual but also includes health information with data items which reasonably could be expected to allow individual identification. 'Health Information' relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual that is transmitted or stored in any form.

PHI may be disclosed to only those parties that have proper authority and only for those purposes for which we have authority to disclose it:

- You may disclose PHI with any Covered Entity (provider or health plan) or Business Associate of a Covered Entity with whom we are directly or indirectly contracted.
- PHI may only be disclosed for purposes related to Treatment, Payment or Health Care Operations and in those situations you should only disclose the minimum necessary information to accomplish the intended use.
- Other specific uses and prohibitions may arise – please check with your supervisor or your primary company contact for additional direction.

3. Documenting any breach of our Privacy obligations. Under our regulatory and contractual obligation, the Company is required to report any unauthorized disclosure of protected health information to the covered entities with whom we are contracted. They are in turn required to report our violation to the various regulatory agencies (e.g. U.S. Department of Health & Human Services, U.S. Department of Labor). As a result, you should immediately inform the Company, through your supervisor of any breach of our privacy obligations.
4. Taking Corrective or Disciplinary Action for a breach of our Privacy obligations. Since we are required to report these breaches and our knowledge that any breach will result in some impact on our business, it is absolutely important that you be aware that a breach of our privacy obligations will be documented in our files on your performance and that corrective action may be taken as a result. The range of possible corrective actions that we may take include but are not limited to reprimand, oral and/or written warning, suspension, termination of your employment, cessation of our ongoing business relationship with you. You understand that in the event that the breach is significant, you may lose the right to receive commissions, overrides or any other form of compensation based on your current or future agreements with the Company.
5. Minimizing the impact of any breach of our Privacy Obligations. We are required to take corrective action immediately to mitigate or reduce the impact of the breach of our privacy obligations to any client. You understand that your obligation to assist us in that effort will include providing all known information about the breach, including but not limited to the individual(s) impacted, the nature of the breach, individual(s) who may have had the opportunity to obtain the information, how to best communicate with all parties to resolve the breach and how to prevent future breaches of similar nature.
6. You are protected against retaliatory action for good faith reporting of privacy breaches. To ensure that we receive all information necessary to minimize the impact on our business and our clients and to allow us to report in a timely fashion to our contractual partners, we encourage you to report any known breach to the proper individuals within the Company. We prohibit intimidation, coercion,

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threats, discrimination or retaliatory actions against individuals who report breaches of our privacy obligations and will take appropriate measures to protect against the discovery of your identity by someone who is being accused of breaching our privacy obligations.

7. **Insurance and Indemnification.** If you have a business relationship with the Company other than employee-employer through which you receive compensation and benefits, you shall maintain insurance with respect to your obligations under this Agreement reasonably satisfactory to Company and provide from time to time as requested by Company proof of such insurance.
You will indemnify, defend and hold harmless Company and its respective employees, directors, officers, subcontractors, agents and affiliates from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by Company arising from or in connection with any breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by you or by your employees, directors, officers, subcontractors, or agents.
8. **Severability.** The invalidity or unenforceability of any provision hereto shall in no way affect the validity or enforceability of any other provision.
9. **Survival.** Your rights and obligations under this Agreement, as applicable, shall survive beyond the term of this Agreement regardless of the basis for the decision to cease your business relationship with the Company.
10. **Modification and Waiver.** This Agreement may be changed or modified only if consented to in writing by both parties. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any other provision of this Agreement at any such time shall be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a valid waiver of such provision at any other time.
11. **Governing Law.** This Agreement shall be governed by and according to the laws of the State of North Carolina.
12. **Benefit.** This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, assigns and affiliates; provided, however, that neither party may assign nor delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.
13. **Entire Agreement.** This Agreement contains the entire agreement and understandings by and between you and the Company with respect to the matters herein described and no representatives, promises, agreement or understandings, written or oral, not herein contained, shall be of any force or effect.
14. **Captions.** The captions in this Agreement are for convenience only and in no way define, bind or describe the scope of intent of this Agreement.
15. **Covenants Fair and Reasonable.** Agent acknowledges that the covenants set forth in this Agreement are necessary for the proper protection of Employer and are fair and reasonable in all respects.

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General Covenants concerning Privacy. Please read and initial each statement:

1. I understand that the Company has a legal and ethical responsibility to maintain the privacy of client data, including obligations to protect the confidentiality of client information and to safeguard the privacy of patient information; _____
2. I understand that during the course of my business relationship (employment, contract or other form of affiliation) with the Company, I may see or hear other confidential information such as financial data and operational information pertaining to the Company that should remain confidential; _____
3. By signing this Agreement, I understand and agree that I will disclose Client information and/or Confidential Information only if such disclosure complies with these policies and procedures and is required for the performance of my job; _____
4. I will not access or view any other information other than what is required for my job, and if I have a question about whether access to certain information is required for me to do my job, I will immediately ask my supervisor or my primary contact at the Company for clarification; _____
5. I will not discuss any information pertaining to the practice in an area where unauthorized individuals may hear such information (e.g. in hallways, in the elevator, cafeteria, at restaurants or social events). I understand that it is not acceptable to discuss any Company information in public areas even if specifics such as client's name are not used; _____
6. I will not make inquiries about any Company information for any individual or party who does not have proper authorization to access such information; _____
7. I will not make unauthorized transmissions, copies, disclosures, inquiries, modifications, or purging of Client Information or Confidential Information. Such unauthorized transmissions include, but are not limited to, removing and/or transferring Client Information or Confidential Information from Company's computer system to unauthorized locations (e.g. home). _____
8. I agree that my obligations under this Agreement regarding Patient information will continue after the termination of my business relationship with the Company; _____
9. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of my business relationship with the Company and/or suspension, restriction or loss of privileges, in accordance with Company policies, as well as potential personal civil and criminal legal penalties. _____
10. I understand that any Confidential Information or Client Information that I access or view during the course of my business relationship with the Company does not belong to me. _____

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their respective seals as of the day and year first above written.

TECAN US ("Company")

By: _____

Name: _____

Title: _____

I have read the Agreement and agree to comply with all of its terms as a condition of my continued business relationship with the Company.

EMPLOYEE CONTRACTOR (circle one)

_____(SEAL)

Witness: _____

Name

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PATENT
674182-1000

EXHIBIT B

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PATENT
REEL: 019597 FRAME: 0332

NOTARISED EXTRACT

ASSET PURCHASE AGREEMENT

BETWEEN

GAMERA BIOSCIENCE CORPORATION

AND

TECAN BOSTON, INC.

DATED AS OF

July 20, 2000

RTP #27289 v 10



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

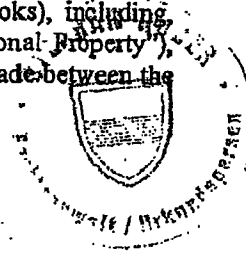
1.1 Transfer of Assets. Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, at the Closing (as defined below), all of the assets and properties of Seller, real and personal, tangible and intangible, of every kind and description, wherever 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.



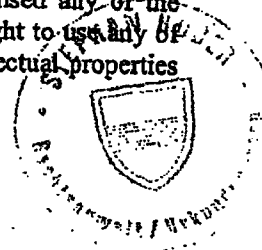
Except as set forth on Schedule 3.9, no item of Tangible Personal Property is in need of repair or replacement other than as part of routine maintenance in the ordinary course of business.

3.10 Inventories. Seller has no inventory.

3.11 Contracts. Schedule 1.2(e) list all contracts, commitments, agreements (including agreements for the borrowing of money or the extension of credit), licenses, understandings and obligations, whether written or oral, to which Seller is party or by which Seller or the Purchased Assets are bound or affected, that are material to the operation of the Business and being assumed by Buyer. Seller has delivered to Buyer true and complete copies of all written Contracts and true and complete memoranda describing all oral Contracts, including any and all amendments and other modifications thereto. Each of the Contracts is valid, binding and enforceable against the Seller in accordance with its terms and is in full force and effect. Except as set forth on Schedule 1.2(e), to the knowledge of Seller, there are no existing defaults and no events or circumstances have occurred which, with or without notice or lapse of time or both, would constitute defaults, under any of the Contracts. The assignment of the Contracts by Seller to Buyer will not, with respect to any Contract (i) constitute a default thereunder; (ii) require the consent of any person or party, except for the Required Consents; or (iii) affect the continuation, validity and effectiveness thereof or the terms thereof. There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to Seller under any Contract, and Seller has received no demands for such renegotiation.

3.12 Receivables. Seller has no Receivables.

3.13 Intellectual Property. Schedule 1.2(f) sets forth a list of all Marks owned or used by Seller in connection with the Business, a list of the goods or services with which each Mark is used, the dates of first use of each Mark and all Trademark Registrations. Except as otherwise specified in Schedule 1.2(f), Seller represents that each of the Marks has been in continuous use since the date of first use recited in Schedule 1.2(f), and each of the Marks is now in use in interstate or intrastate commerce, in each case as specified in Schedule 1.2(f), on or in connection with all of the goods or services set forth on such Schedule. Schedule 1.2(f) also sets forth (a) a list of all Works of Authorship used by Seller in connection with the Business and all Copyright Registrations; (b) a list of all Inventions owned or used by Seller in connection with the Business and all Patents, together with the applicable patent number, application number, application date and issue date for each of the Patents; and (c) a brief description of all of the Trade Secrets and confidential and proprietary information. Seller has not disclosed any of the Trade Secrets to any third party and has taken adequate measures to maintain and protect such Trade Secrets as confidential. Except as set forth on Schedule 3.13, Seller owns all right, title and interest in and to each item included in the Intellectual Property, free and clear of any Liens. Seller is the record owner of each of the Trademark Registrations, the Copyright Registrations and the Patents, each of which is in full force and effect, and all required maintenance filings, tax payments, annuities and maintenance fee payments have been timely completed with respect to each. Except as otherwise disclosed in Schedule 1.2 (f), Seller has not licensed any of the Intellectual Property to any third party, and no third party otherwise has any right to use any of the Intellectual Property. The Intellectual Property consists of all of the intellectual properties



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: *[Signature]*
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.

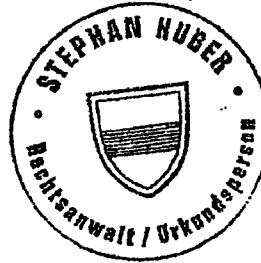
By: OS Haus
Title: President



Official certification

The correctness of the extract above is hereby officially certified.

Zug, 1st March 2005



The notary public:

RA Stephan Huber

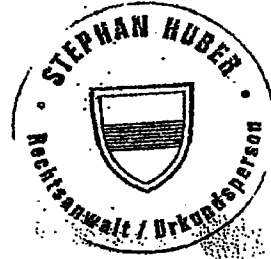
A handwritten signature in black ink, appearing to be "S. Huber", written over the printed name "RA Stephan Huber".

Schedule 1.2(f)

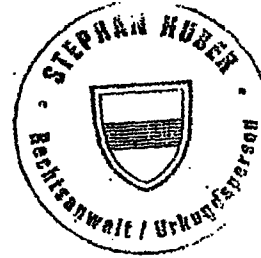
Intellectual Property

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.



Gamma Bioscience Patents



1. Nucleic Acid Amplification and Detection

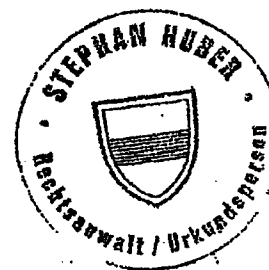
<u>Case No.</u>	<u>Serial No.</u>	<u>Status</u>	<u>Date*</u>	<u>Description</u>
93,407-B	08/353,573	Issued/US 5,686,271	11/11/97	MCR (isothermal ation) amplification apparatus
93,407-C	08/375,226	Issued/US 5,545,540	8/13/96	MCR (isothermal amplification method)
94,179-B	08/464,081	Issued/US 5,683,657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

*Date = issue date

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

2. LabCD (Centrifugal Format) Technology and Applications

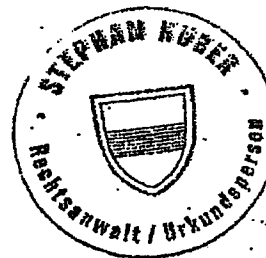
<u>Case No.</u>	<u>Serial No.</u>	<u>Status</u>	<u>Date*</u>	<u>Description</u>
95,1408-D	08/761,063	Filed/Pending	12/5/95	LabCD with Informatics
95,1408-G	08/768,990	Filed/Pending	12/18/95	LabCD without Informatics
95,1408-I	08/910,726	Filed/Pending	8/12/96	Capillary valves
95,1408-K	08/995,056	Filed/Pending	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



Camera BIOSCIENCE

Allowed

LabCD

Allowed

CDLAB

Allowed

LAB ON A CD

Allowed

LAB ON A DISC

Allowed

BIODISC

Allowed

BIO CD

Abandoned

CELL CD

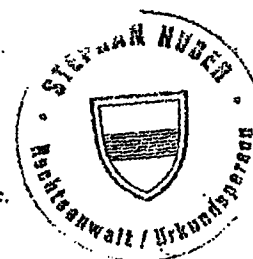
Allowed

LAB DVD

Appealed

Bioscience Patents (detail)

Two categories of patents, applications, and provisionals granted or filed by Gamera Bioscience. The first category concerns nucleic acid amplification and detection technology in non-centrifugal formats. The second category concerns the centrifugal (LabCD) format. The descriptions are the same, the patent applications are the same (except that they are to different countries, for example).



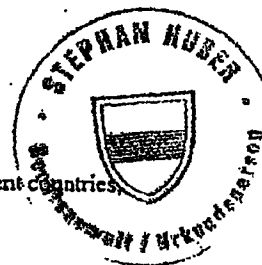
Nucleic Acid Amplification and Detection

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.

LABCD (Centrifugal Format) Technology and Applications

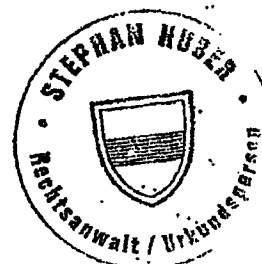
the descriptions are the same, the patent applications are the same (except that they are to different countries, sample).



No.	Serial No.	Status/Country	Patent No.	Date*	Patent Description
1408-D	08/761,063	Pending/US		12/5/96	LABCD—informatics
1408-E	PCT/US96/19514	National/PCT		12/5/96	LABCD—informatics
1408-G	08/768,990	Pending/US		12/18/96	LABCD—no informatics
1408-H	60/047,488	Prov/US; patent filed as 95,1408-P		5/22/98	LABCD applications
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)

008-QQ		Option/Canada			LabCD (structures)
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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.

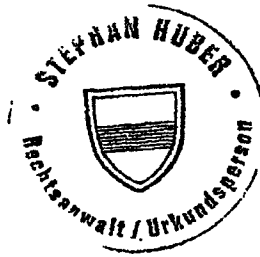


AMTLICHE BEGLAUBIGUNG / LEGALISATION / NOTARIAL CERTIFICATE

Diese Kopie stimmt mit dem vorgelegten Original überein /
Cette copie est conforme à l'original présenté / This is a true
copy of the original as presented.

Zug, 4th March, 2005

Die Urkundsperson / Le Notaire /
The Notary Public:



A handwritten signature in black ink, likely belonging to the notary.

EXHIBIT C

00437750.DOC

INTELLECTUAL PROPERTY TRANSFER AND SALE AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AND SALE AGREEMENT (this "Agreement") made as of this 2nd 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 [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 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:

Ellen J. McDermott

Printed Name: Ellen J. McDermott

Title: Controller/Secretary

BUYER:
Tecan Trading AG in Gründung
by Tecan Group AG

By:

Franz Rutz

Printed Name: Franz Rutz

Title: CFO

By:

Joe Kaelin

Printed Name: Joe Kaelin

Title: Global Director Clinical Diagnostics



Attachment A

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



Attachment B

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.



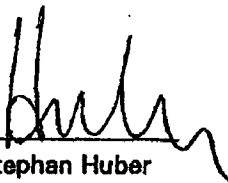
OFFICIAL CERTIFICATION

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

Zug, 1st March 2005



The notary public


RA Stephan Huber



Handelsregister des Kantons Zürich - Hauptregister

Firmennummer	Rechtsnatur	Eintragung	Löschung	Uebertrag	
CH-170.3.024.707-0	Aktiengesellschaft	18.12.2001		von: auf:	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, besondere 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 Anmeldungsnummern 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)		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)	BU = 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	As	Lö	Personalangaben	Funktion	Zeichnungsart
0		6	Sutcliffe, Dr. Emily C., von Zürich, in Uetikon-am-See	P	KU zu zweien
0		7	Rutser, Franz, von Flum, in Widen	M	KU zu zweien
0			KPMG Fides Peat, in Zürich		
2			Günthardt, Felix, von Küsnacht ZH, in Küsnacht ZH		
2		7	Hatt, Bruno, von Herriberg, in Männedorf		KU zu zweien
2			Hinz, Christoph, deutscher Staatsangehöriger, in Stäfa		KU zu zweien

Zürich, 01.03.2005 08:45

Fortsetzung auf der folgenden Seite 2



Handelsregister des Kantons Zürich - Hauptregister

CH-176.3.024-707-0

Tecan Trading AG

Männedorf

27

Alle Eintragungen

Ei	Ae	Lö	Personalangaben	Funktion	Zeichnungsart
2		5	Kälin, Josef, von Einsiedeln, in Dürnten		KU zu zweien
2		7	Schrefner, Anton, österreichischer Staatsangehöriger, in Meilen		KU zu zweien
3			Hälg, Werner Josef, von Niederhelfenschwil, in Männedorf		KU zu zweien
4		6a	Eugster, Rudolf, von Altstätten, in Stalliken		KU zu zweien
	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	Galdos, Aitor, spanischer Staatsangehöriger, in Triesen (FL)		KU zu zweien
7			Thüller, 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.

PATENT

REEL: 019597 FRAME: 0357

EXHIBIT D

00437750.DOC

File No: 674182-1000
Patent No.: 5,683,657
Issue Date: November 4, 1997
Serial No.: 08/464,081
Filing Date: June 5, 1995

ASSIGNMENT

I, **Alec Mian** have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **DNA meltometer and Tecan Trading, AG, Seestrasse 103, CH-8708 Mannedorf, SWITZERLAND** and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, I hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance;

5. Bind my heirs and legal representatives, as well as myself to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or my heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs or legal representatives and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have affixed my signature.

Date

Alec Mian

00399816.DOC

File No: 674182-2013
Patent No.: 6,319,469
Issue Date: November 20, 2001
Serial No.: 08/768,990
Filing Date: December 18, 1996

ASSIGNMENT

We, **Alec Mian, Stephen Kieffer-Higgins and George D. Corey**, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **Devices and methods for using centripetal acceleration to drive fluid movement in a microfluidics system** and **Tecan Trading, AG, Seestrasse 103, Ch-8708 Mannedorf, SWITZERLAND** and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

00399167.DOC

In testimony of which we have affixed our signatures.

Date

Alec Mian

Date

Stephen Kieffer-Higgins

Date

George D.Corey

00399167.DOC