PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
Quidel Corporation	06/03/2005	
Quidel Deutschland GmbH	06/03/2005	

RECEIVING PARTY DATA

Name:	IRIS Deutschland GmbH
Street Address:	Emil von Behring-Str. 76
City:	Marburg
State/Country:	GERMANY
Postal Code:	D-35041

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10496356

CORRESPONDENCE DATA

Fax Number: (650)833-2001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-833-2433

Email: Alan.Limbach@dlapiper.com

Correspondent Name: Alan A. Limbach
Address Line 1: DLA Piper US LLP
Address Line 2: 2000 University Avenue

Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	351918-916200
NAME OF SUBMITTER:	/Alan A. Limbach/

Total Attachments: 8

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of June 3, 2005, by and among Quidel Corporation., a Delaware corporation ("Quidel"), and Quidel Deutschland GmbH, a company organized under the laws of Germany (the "Company," and together with Quidel, "Assignors", each of Quidel and the Company an "Assignor"), on the one hand, and IRIS Deutschland GmbH, a company organized under the laws of Germany ("Assignee"), on the other hand.

RECITALS

- Assignors, on the one hand, and Assignee, together with IRIS International, Inc., a Delaware corporation, on the other hand, have entered into that certain Asset Purchase Agreement, dated April 26, 2005 (the "Asset Purchase Agreement"), pursuant to which Assignors has agreed to sell, transfer and assign its right, title and interest in and to the Assets and Assignee has agreed to purchase the Assets.
- Pursuant to the terms of the Asset Purchase Agreement, Assignee has agreed to accept the assignment of the Assets and assume the Assumed Liabilities.
- Assignors and Assignee have entered into a bill of Sale (the "Bill of Sale") as of the date hereof pursuant to which Assignors have assigned and transferred all of their rights, title and interest in and to the Assets to Assignee.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- Capitalized Terms. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Asset Purchase Agreement.
- Assignment of Assets. The Assignors hereby assign to Assignee all of their respective rights, title and interest in and to the Assets, as the Assets of each Assignor are described and marked on Exhibit A hereto, and Assignee accepts such assignment, pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement and the Bill of Sale.
- Assignment and Assumption of Assumed Liabilities. The Assignors hereby 3. assign, and Assignee hereby assumes and agrees to pay, perform and discharge or otherwise satisfy, and assumes and agrees to be bound by, the Assumed Liabilities pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement.
- Integration with Asset Purchase Agreement Provisions and the Bill of Sale Provisions. Nothing contained in this Agreement shall expand, reduce, modify, alter or waive any rights or obligations of the parties under the Asset Purchase Agreement and the Bill of Sale.

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In the event that any of the provisions of this Agreement are determined to conflict with the terms of the Asset Purchase Agreement and / or the Bill of Sale, the terms of the Asset Purchase Agreement and the Bill of Sale shall control.

- 5. <u>Further Assurances</u>. Each party hereto shall execute such additional documents and instruments and take such further action as reasonably may be required or desirable to carry out the provisions hereof.
- 6. <u>Amendment and Modification</u>. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Assignors and Assignee.
- 7. <u>Successors and Assigns</u>. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 8. <u>Facsimiles: Counterparts.</u> Signatures transmitted electronically or by facsimile shall be deemed original signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

QUIDELCORPORATION
By: MW & har vm
Name: Paul B. Landers
Title: Chief Financial/Officer
QUIDEL DEUTSCHLAND GMBH
By: May 1. John ran
Name: Paul E. Landers
Title: Managing Director
BLITZ 05-047 GMBH (FUTURE NAME IRIS DEUTSCHLAND GMBH)
Ву:
Name: John Yi
Title: Managing Director
IRIS INTERNATIONAL, INC.
Ву:
Name: Cesar Garcia

Title: President and Chief Executive Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

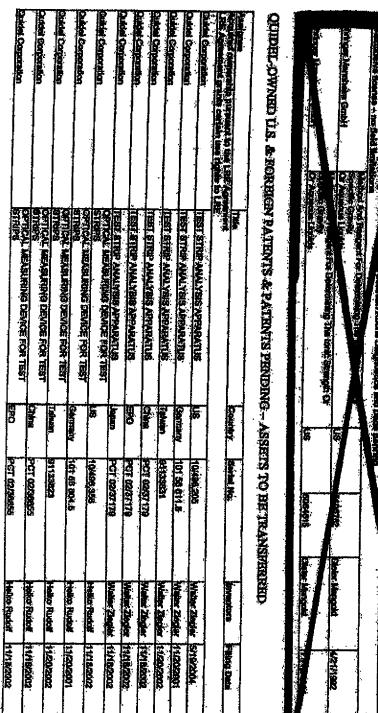
Quidel Corporation a Delaware corporation
Ву:
Name: Paul E. Landers
Title: Chief Financial Officer
Quidel Doutschland GmbH.
a company organized under the laws of
Germany
Ву:
Name: Paul E. Landers
Title: Managing Director
IRIS Deutschland GmbH (former name Blitz 05-047 GmbH),
a limited liability company organized under
the laws of Germany
Ву
Name:
Title: Managing Director

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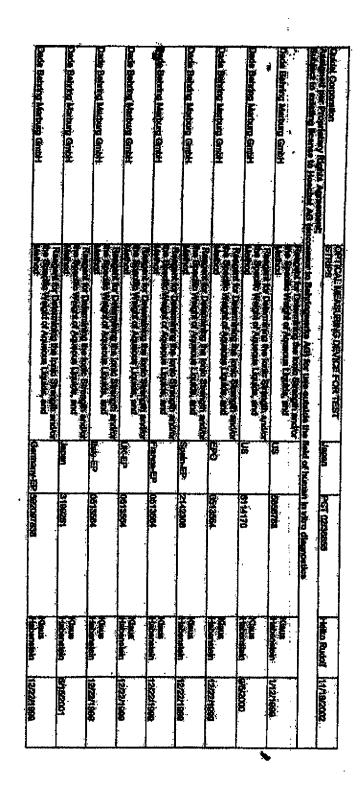
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Assets

See attached.



Adheran Matente de de Marie



U.S. and FOREIGN TRADEMARKS - ASSETS TO BE TRANSFERRED

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þ Ġ. in addition to the except the degree the Company focus pow or has over capaged in business related to interal flow products, such and specifically excepted from shy and all representations and warmities with respect to the manufacturing processes related to include the "Instrument"). The LRB Agreement is Pupper to the LRE Agreement Pursuant to the Proprietary Rights
Capes Lincole Agreement (The Riche Capes Lincole) were noted in the tables provided above, the followin Taxon university in know the said intellectual property related to the factor with suitemaked bench top wine chemistry malyzer to the Schodule of 1). this and obligations of Dade Belying under the acquions apply: d are not

Plusiant to the Proprietary Rights Agreement, certain intellectual property as set forth in Section 2.03 like month Summi Ted to this Schedule (1) t to the Proprietary Rights approximat, all continues white and obligations of I because Agreement forces Roche Diagnostics GmbH (***), and Dade Belle Rele Crass Latine (**) were immificated to Quided Conjugation. The up to the Riche Crass Latine (**), at Net Sailes Value of Dade Beltring Liberard Production. and Dade Bearing, dated June 28, 1999 to the Roche Cross License, a ample, Rapignost Total Cross License are

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RECORDED: 12/21/2007