

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Quidel Corporation	06/03/2005
Quidel Deutschland GmbH	06/03/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IRIS Deutschland GmbH
<b>Street Address:</b>	Emil von Behring-Str. 76
<b>City:</b>	Marburg
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	D-35041
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10496356
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)833-2001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	650-833-2433
<b>Email:</b>	Alan.Limbach@dlapiper.com
<b>Correspondent Name:</b>	Alan A. Limbach
<b>Address Line 1:</b>	DLA Piper US LLP
<b>Address Line 2:</b>	2000 University Avenue
<b>Address Line 4:</b>	East Palo Alto, CALIFORNIA 94303
<b>ATTORNEY DOCKET NUMBER:</b>	351918-916200
<b>NAME OF SUBMITTER:</b>	/Alan A. Limbach/
<b>Total Attachments: 8</b> source=Assignment_351918-916200#page1.tif	

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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

A. 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.

B. Pursuant to the terms of the Asset Purchase Agreement, Assignee has agreed to accept the assignment of the Assets and assume the Assumed Liabilities.

C. 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:

1. Capitalized Terms. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Asset Purchase Agreement.

2. 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.

3. Assignment and Assumption of Assumed Liabilities. The Assignors hereby 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.

4. 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.

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. Further Assurances. 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. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Assignors and Assignee.

7. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Facsimiles; Counterparts. 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.

QUIDEL CORPORATION

By: 

Name: Paul E. Landers

Title: Chief Financial Officer

QUIDEL DEUTSCHLAND GMBH

By: 

Name: Paul E. Landers

Title: Managing Director

BLITZ 05-047 GMBH (FUTURE NAME IRIS  
DEUTSCHLAND GMBH)

By: \_\_\_\_\_

Name: John Yi

Title: Managing Director

IRIS INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: Cesar Garcia

Title: President and Chief Executive Officer

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

Quidel Corporation  
a Delaware corporation

By: \_\_\_\_\_  
Name: Paul E. Landers  
Title: Chief Financial Officer

Quidel Deutschland GmbH,  
a company organized under the laws of  
Germany

By: \_\_\_\_\_  
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

By:  \_\_\_\_\_  
Name: John Yi  
Title: Managing Director

**SECRET**

**SECRET**

**See attached.**

Applicant	Inventor	Country	Serial No.	Pub. No.	Pub. Date
...	...	US	...	...	...
...	...	US	...	...	...
...	...	US	...	...	...

QUIDEL-OWNED U.S. & FOREIGN PATENTS & PATENTS PENDING - ASSETS TO BE TRANSFERRED

Applicant	Inventor	Country	Serial No.	Pub. No.	Pub. Date
Quidel Corporation	Heber Ziegler	US	10496305	5792204	...
Quidel Corporation	Heber Ziegler	Germany	101 58 611 B	11202201	...
Quidel Corporation	Heber Ziegler	Taiwan	84139831	11202202	...
Quidel Corporation	Heber Ziegler	China	PCT 02/07179	11202202	...
Quidel Corporation	Heber Ziegler	Spain	PCT 02/07179	11202202	...
Quidel Corporation	Heber Ziegler	Japan	PCT 02/07179	11202202	...
Quidel Corporation	Heber Ziegler	US	10496306	11202202	...
Quidel Corporation	Heber Ziegler	Germany	101 63 804 B	11202201	...
Quidel Corporation	Heber Ziegler	Taiwan	81133823	11202202	...
Quidel Corporation	Heber Ziegler	China	PCT 02/08855	11202202	...
Quidel Corporation	Heber Ziegler	Spain	PCT 02/08855	11202202	...
Quidel Corporation	Heber Ziegler	Japan	PCT 02/08855	11202202	...





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

Trademark	Trademark	Country	Appl. No./Reg. Date	Reg. No./Reg. Date
Quidel Corporation	UNICHECK	USA	06/08/2005 06/08/2005	3847247 03/17/2002
Quidel Corporation	UNICHECK	USA	07/02/2003	52288942
Quidel Corporation	UNICHECK	Germany	07/02/2002	07520203
Quidel Corporation	UNICHECK	USA	06/08/2005 06/08/2005	71420153 07520203
Quidel Corporation	UNICHECK	USA	07/02/2003	71420153 07520203

1. The Company does not, or has ever engaged in business, related to Internet flow products, and the assets set forth are specifically excepted from any and all representations and warranties with respect to the assets transferred pursuant to this Agreement.

2. In addition to the representations noted in the tables provided above, the following representations apply:

a. Pursuant to the LRA Agreement, the Company has transferred to Roche certain semi-automated bench top urine chemistry analyzer manufacturing processes related to the Unichek (the "Instruments"). The LRA Agreement is attached to this Schedule 6(a).

b. Pursuant to the Proprietary Rights Agreement, all equipment, and obligations of Quidel Behring under the Roche License Agreement, between Roche Diagnostics GmbH ("Roche") and Quidel Behring, dated June 28, 1999 (the "Roche Grant License") were transferred to Quidel Corporation. Pursuant to the Roche Grant License, a running royalty of 1.5% of Net Sales Value of Quidel Behring Licensed Products (for example, Rapidport Total Secretan product) is due to Roche. The Proprietary Rights Agreement and Roche License are attached to this Schedule 6(b).

c. Pursuant to the Proprietary Rights Agreement, certain intellectual property as set forth in Section 2.03 hereof is being transferred to Quidel Corporation.