

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Patent Security Interest

**CONVEYING PARTY DATA**

Name	Execution Date
Quidel Corporation	10/08/2008

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	2001 Clayton Blvd., Building B
<b>Internal Address:</b>	Mail Code: CA4-702-02-25 Attn: Monitoring and Compliance
<b>City:</b>	Concord
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94520-2405

**PROPERTY NUMBERS Total: 52**

Property Type	Number
Patent Number:	5396891
Patent Number:	5592943
Patent Number:	5814455
Patent Number:	5846751
Patent Number:	5766961
Patent Number:	5770460
Patent Number:	5118428
Patent Number:	5939331
Patent Number:	5536646
Patent Number:	6656744
Patent Number:	5118630
Patent Number:	5541069
Patent Number:	5415994
Patent Number:	5804452

**CH \$2080.00 5396891**

Patent Number:	5786220
Patent Number:	5783401
Patent Number:	5773234
Patent Number:	5741662
Patent Number:	5763262
Patent Number:	5221616
Patent Number:	6306642
Patent Number:	6706539
Patent Number:	5096837
Patent Number:	5521102
Patent Number:	6716593
Patent Number:	5079170
Patent Number:	7255832
Patent Number:	6924153
Patent Number:	6855561
Patent Number:	7226793
Patent Number:	7179657
Patent Number:	7291481
Patent Number:	7144742
Patent Number:	7378285
Patent Number:	7041469
Patent Number:	5223220
Patent Number:	RE35306
Application Number:	10763466
Application Number:	60555612
Application Number:	10824017
Application Number:	10854876
Application Number:	12077885
Application Number:	12148344
Application Number:	11625813
Application Number:	60046789
Application Number:	11744487
Application Number:	11838078
Application Number:	11757270
Application Number:	11595777

Application Number:	11622201
Application Number:	11240972
Application Number:	11088579

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: gdurham@omm.com  
 Correspondent Name: Gina M. Durham, Esq.  
 Address Line 1: 400 South Hope Street  
 Address Line 2: O'Melveny & Myers LLP  
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	CM# 019,368-1126
-------------------------	------------------

NAME OF SUBMITTER:	Gina M. Durham
--------------------	----------------

**Total Attachments: 7**  
 source=(Quidel)(Patent Grant)#page1.tif  
 source=(Quidel)(Patent Grant)#page2.tif  
 source=(Quidel)(Patent Grant)#page3.tif  
 source=(Quidel)(Patent Grant)#page4.tif  
 source=(Quidel)(Patent Grant)#page5.tif  
 source=(Quidel)(Patent Grant)#page6.tif  
 source=(Quidel)(Patent Grant)#page7.tif

## GRANT OF PATENT SECURITY INTEREST

**WHEREAS, QUIDEL CORPORATION**, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of October 8, 2008 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), U.S. Bank N.A., as Syndication Agent and Bank of America, N.A., as Agent for the Lenders (in such capacity, “**Secured Party**”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, any Loan Party (as defined in the Credit Agreement) may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Secured Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Banks**”);

**WHEREAS**, any Loan Party (as defined in the Credit Agreement) may from time to time enter, or may from time to time have entered, into one or more cash management agreement (collectively, the “**Secured Cash Management Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Cash Management Agreements are entered into (in such capacity, collectively, “**Cash Management Banks**”); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of October 8, 2008 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Patent Collateral**”) to secure the Secured Obligations (as defined in the Security Agreement):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the

future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term “**proceeds**” includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8<sup>th</sup> day of October, 2008.

QUIDEL CORPORATION

By: 

Name: ROBERT MASON

Title: PRESIDENT/CEO

Grant of Patent Security Interest

PATENT  
REEL: 021658 FRAME: 0860

**SCHEDULE A  
TO  
GRANT OF PATENT SECURITY INTEREST**

**Registered Patents:**

	Owner	Title	Patent No.	Inventors	Issue Date
1.	Quidel Corporation	System & Method for External Acoustic Bone Velocity Measurement	5396891	Roy E. Laudenslager Whitney	3/14/1995
2.	Quidel Corporation	Apparatus and Method for Acoustic Analysis of Bone Using Optimized Functions of Spectral and Temporal Signal Components	5592943	David Butt Jeffrey H. Goll McCarter Neldon C. Wagner Rowan	1/14/1997
3.	Quidel Corporation	Antigen Preparation For Detecting H.pylori	5814455	Allan D. Pronovost; Jan W. Pawlak; Kristy S. Condon	9/29/1998
4.	Quidel Corporation	Test Kits and Methods for Detecting H. Pylori	5846751		12/08/98
5.	Quidel Corporation	One-Step Lateral Flow Non-Bibulous Assay	5766961	Catherine Pawlak Allan Pronovost Keren Goins	6/16/1998
6.	Quidel Corporation	One-Step Lateral Flow Non-Bibulous Assay	5770460	Catherine Pawlak Allan Pronovost Keren Goins	6/23/1998
7.	Quidel Corporation	Method to Remove Red Blood Cells from Whole Blood Samples	5118428	Barbara McLaughlin William P. Kolb	6/2/92
8.	Quidel Corporation	Red Blood Cell Separation Means For Specific Binding Assays	5939331	John Burd Steven Miller Gerald Rowley Allen Provonost	8/17/1999
9.	Quidel Corporation	Simplified Extraction Method for Bacterial Antigens Using Dried Reagents	5536646	Theodore T. Sand James A. Gordon Allan D. Provonost	7/16/1996
10.	Quidel Corporation	IMPROVED ONE-STEP LATERAL FLOW ASSAYS	6656744	Allan Pronovost	12/2/2003
11.	Quidel Corporation	Method for Determining Periodic Infertility in Females	5118630	Thomas A. Glaze Barbara McLaughlin William P. Kolb	6/2/1992
12.	Quidel Corporation	Assay Having Improved Dose Response Curve	5541069	Richard Mortensen Henry K. Tom	7/30/1996

	Owner	Title	Patent No.	Inventors	Issue Date
13.	Quidel Corporation	Lateral Flow Medical Diagnostic Assay Device with Sample Extraction Means	5415994	Michael R. Imrich John K. Zeis Steven P. Miller Allan D. Pronovost	5/16/1995
14.	Quidel Corporation	One-Step Urine Creatinine Assays	5804452	Allan Pronovost Jan Pawlak	9/8/1998
15.	Quidel Corporation	Assays & Devices for Distinguishing Between Normal & Abnormal Pregnancy	5786220	Allan David Pronovost; Theodore T. Lee	7/28/1998
16.	Quidel Corporation	Immunoenzymatic Detection Device	5783401	Jacques Toledano	7/21/1998
17.	Quidel Corporation	Method and Device for Chlamydia Detection	5773234	Allan Pronovost Rbert E. Klepper Catherine Pawlak	6/30/1998
18.	Quidel Corporation	Direct Stain Specific Binding Assays for Microorganisms	5741662	Randall Madsen Lorraine S. Bautista Jan W. Pawlak Allan D. Provonost	4/21/1998
19.	Quidel Corporation	Immunodiagnostic Device Having A Desiccant Incorporated Therein	5763262	Siu-Yin Wong Fon-Chiu Mia Chen Eugene Fan	6/9/1998
20.	Quidel Corporation	Prevention of Spontaneous Complement Activation in Mammalian Biological Fluids	5221616	William P. Kolb Linda M. Kolb John D. Tamerius	6/22/1993
21.	Quidel Corporation	Enzyme Substrate Delivery and Product Registration in One Step Enzyme Immunoassays	6306642	Alan M. Nelson Jan W. Pawlak Allan D. Provonost	10/23/2001
22.	Quidel Corporation	Enzyme Substrate Delivery and Product Registration in One Step Enzyme Immunoassays	6706539	Alan M. Nelson Jan W. Pawlak Allan D. Provonost	3/16/2004
23.	Quidel Corporation	Immunochromatographic Assay And Method Of Using Same	5096837	Eugene Fan Fon-Chiu M. Chen Ching Huang Dou-Mei Wang Greg Wilson Michael W. Milner	3/17/1992
24.	Quidel Corporation	Controlled Sensitivity Immunochromatographic Assay	5521102	Hans R. Boehringer Jan L. Sabran Ya-chen Hsu Bentley Tam	5/28/1996
25.	Quidel Corporation	Pyridinium Crosslinks Assay	6716593	Simon P. Robins	4/6/2004

Schedule A-2

LA3:1151548.3

**PATENT**  
**REEL: 021658 FRAME: 0862**



	Owner	Title	Patent No.	Inventors	Issue Date
26.	Quidel Corporation	Method Of Sample Transfer Using a Filter Applicator	5079170	Daniel B. Rosman	1/7/1992
27.	Quidel Corporation	Iconic Colorimetric Test Device with Reduced Susceptibility to False Positive and False Negative Readings	7255832	Paul J. Lawrence Aulena Chaudhuri	08/14/2007
28.	Quidel Corporation	Quantitative Lateral Flow Assays & Devices	6924153	Hans Boehringer	02/02/2006
29.	Quidel Corporation	Method for Adding an Apparent Non-Signal Line to a Lateral Flow Assay	6855561	Jeremy Jerome	08/15/2005
30.	Quidel Corporation	Method for Adding an Apparent Non-Signal Line to a Lateral Flow Assay	7226793	Jeremy Jerome	12/05/2007
31.	Quidel Corporation	Assays for Trichomonal and Other Hydrolases	7291481	Paul J. Lawrence et al.	11/06/2007
32.	Quidel Corporation	Quantitative Lateral Flow Assays and Devices	7144742	Allan Provonost et al.	12/05/2006
33.	Quidel Corporation	Devices for the Detection of Multiple Analytes in a Sample	7378285	Paul Lambotte et al.	05/27/2008
34.	Quidel Corporation	Method for Adding an Apparent Non-signal Line to a Rapid Diagnostic Assay	7179657	Jeremy Jerome et al.	02/20/2007
35.	Quidel Corporation	Assays for Trichomonal and Other Hydrolases	7041469	Paul J. Lawrence et al.	05/09/2006
36.	Quidel Corporation	Solid Phase Immunoassay Device and Method of Making Same	5223220	Eugene Fan Sinfu Tzeng Fon-Chiu M. Chen Ching Huang Dou-Mei Wang Theresa Popejoy	6/29/1993
37.	Quidel Corporation	Whole Blood Assays Using Porous Membrane Support Devices	RE35306	Fon-Chiu Mia Chen Eugen Fan	7/30/96

**Pending Patents:**

	Owner	Title	Serial No.	Inventors	Filing Date
1.	Quidel Corporation	Enzyme Substrate Delivery and Product Registration in One-Step Enzyme Immunoassays	10/763,466	Alan M. Nelson; Jan W. Pawlak; Allan D. Pronovost	1/22/04
2.	Quidel Corporation	Rapid Immunochromatographic Assays and Devices	60/555,612	Cem Gokhan	3/24/2004
3.	Quidel Corporation	Hybrid Phase Rapid Assay Platform	10/824,017	Cem Gokhan	4/14/2004
4.	Quidel Corporation	Hybrid Phase Rapid Assay Platform	10/854,876	Cem Gokhan	5/27/2004
5.	Quidel Corporation	Magnetic Ink For Marking Defective Parts or Assemblies During Manufacturing	12/077,885	Scot McLeod	3/21/2008
6.	Quidel Corporation	Analytical Devices With Integrated Desiccant	12/148,344	Kevin Kirby Sarah Dennison	4/17/2008

	Owner	Title	Serial No.	Inventors	Filing Date
7.	Quidel Corporation	Rapid Test Apparatus	11/625,813	Kevin Kirby Greg Liang	1/22/2007
8.	Quidel Corporation	Integrated Assay Device and Housing	60/046,789	Bruce Jacono Jack Barry	4/21/2008
9.	Quidel Corporation	Iconic Colorimetric Test Device with Reduced Susceptibility to False Positive and False Negative Readings	11/774,487	Paul J. Lawrence et al.	07/06/2007
10.	Quidel Corporation	Assays For Trichomonal and Other Hydrolases	11/838,078	Paul J. Lawrence et al.	08/13/2007
11.	Quidel Corporation	Method for Adding an Apparent Non-Signal Line to a Lateral Flow Assay	11/757,270	Jeremy Jerome et al.	07/06/2007
12.	Quidel Corporation	Quantitative Lateral Flow Assays and Devices	11/595,777	Allan Pronovost et al.	11/08/2006
13.	Quidel Corporation	Method for Adding an Apparent Non-Signal Line to a Rapid Diagnostic Assay	11/622,201	Jeremy Jerome et al.	01/11/2007
14.	Quidel Corporation	Analytical Devices with Primary and Secondary Flow Paths	11/240,972	Peter Ly et al.	09/30/2005
15.	Quidel Corporation	Hybrid Phase Lateral Flow Assay	11/088,579	Cem Gokhan	03/23/2005

Schedule A-4

LA3:1151548.3

RECORDED: 10/10/2008

PATENT  
REEL: 021658 FRAME: 0864