

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Patent Security Interest

CONVEYING PARTY DATA

Name	Execution Date
Metra Biosystems, Inc.	10/08/2008

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	5720290
Patent Number:	5921929
Patent Number:	6015383
Patent Number:	5947902
Patent Number:	6090046
Patent Number:	6086536
Patent Number:	6371916
Patent Number:	6264607
Patent Number:	5527715
Patent Number:	5350855
Patent Number:	5502197
Patent Number:	5756679
Patent Number:	5736344
Patent Number:	5620861

PATENT

500672967

REEL: 021658 FRAME: 0896

CH \$680.00 5720290

Patent Number:	5756361
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Patent Number:	5661039
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Patent Number:	5972623
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**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:
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CM# 019,368-1126
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NAME OF SUBMITTER:
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Gina M. Durham
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**Total Attachments: 5**

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## GRANT OF PATENT SECURITY INTEREST

**WHEREAS, METRA BIOSYSTEMS, INC.**, a California 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**, Quidel Corporation, a Delaware corporation ("**Borrower**"), 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 Borrower; 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**");

**WHEREAS**, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of October 8, 2008 (said Subsidiary Guaranty, 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 "**Guaranty**") in favor of Secured Party for the benefit of Lenders, any Hedge Banks and any Cash Management Banks, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) and all obligations of Loan Parties (as defined in the Credit Agreement) under the Secured Hedge Agreements and Secured Cash Management Agreements, including, without limitation, the obligation of Loan Parties to make payments under the Secured Hedge Agreements in the event of early termination thereof; 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.

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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.

METRA BIOSYSTEMS, INC.

By:   
Name: AARON MASAN  
Title: PRESIDENT / CEO

Grant of Patent Security Interest

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

**Registered Patents:**

	Owner	Title	Patent No.	Inventors	Issue Date
1.				Joseph P. Buhler David Butt Jeffrey H. Goll Neldon C. Wagner Hartwell H. Whitney	
	Metra Biosystems, Inc.	Apparatus and Method for Acoustic Analysis of Bone Using Optimized Functions of Spectral and Temporal Signal Components	5720290		5/29/2001
2.				Jeffrey H. Goll Hartwell H. Whitney	
	Metra Biosystems, Inc.	Ultrasonic Waveform Assay for Bone Assessment Using Values Mapped Over a Region	5921929		7/13/1999
3.				David Butt Jeffrey H. Goll Neldon C. Wagner Hartwell H. Whitney	
	Metra Biosystems, Inc.	Apparatus and Method for Acoustic Analysis of Bone	6015383		1/18/2000
4.				Joe P. Buhler Jeffrey H. Goll	
	Metra Biosystems, Inc.	Apparatus And Method For Calibration Of An Ultrasound Transmission Probe	5947902		9/7/1999
5.				Jeffrey H. Goll Miles Myoga Hartwell H. Whitney	
	Metra Biosystems, Inc.	Apparatus and Method for Ultrasonic Bone Assessment	6090046		7/18/2000
6.				Joe P. Buhler Jeffrey H. Goll	
	Metra Biosystems, Inc.	Apparatus and Method for Calibration of an Ultrasound Transmission Probe	6086536		7/11/2000
7.				Joe P. Buhler	
	Metra Biosystems, Inc.	Acoustic Analysis of Bone Using Point-Source-Like Transducers	6371916		4/16/2002
8.				Jeffrey H. Goll David Pratt Donald Wood	
	Metra Biosystems, Inc.	Test Object Geometry for Ultrasound Transmission Calibration	6264607		7/24/2001
9.				Viola T. Kung	
	Metra Biosystems, Inc.	Method and Kit for Pyridinoline Assay	5527715		6/18/1996
10.				Yuri Daniloff	
	Metra Biosystems, Inc.	Derivatized Pyridinoline Reagent	5350855		9/27/1994
11.				Yuri Daniloff	
	Metra Biosystems, Inc.	Derivatized Pyridinoline Reagent	5502197		3/26/1996
12.				Yuri Daniloff	
	Metra Biosystems, Inc.	Derivatized Pyridinoline Reagent	5756679		5/26/1998
13.				Baltazar Gomez Jr.	
	Metra Biosystems, Inc.	Serum Pyridinium Crosslinks Assay	5736344		4/7/1998
14.				Hsin-Shan Julia Ju	
		Method and Kit for Pyridinium Crosslink Assay	5620861		4/15/1997

Schedule A-I

LA3:1151548.3

**PATENT  
REEL: 021658 FRAME: 0901**

	Owner	Title	Patent No.	Inventors	Issue Date
	Metra Biosystems, Inc.				
15.					
	Metra Biosystems, Inc.	Screening Method for Periodontal Disease	5756361	Neil Winterbottom	5/26/1998
16.					
	Metra Biosystems, Inc.	Perspiration Assay for Bone Resorption	5661039	Baltazar Gomez Jr.	8/26/1997
17.					
	Metra Biosystems, Inc.	Collagen-Peptide Assay Method	5972623	Steven M. Krane	10/26/1999

Schedule A-2

LA3:1151548.3

RECORDED: 10/10/2008

PATENT  
REEL: 021658 FRAME: 0902