

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
TRINITY BIOTECH MANUFACTURING LIMITED	05/04/2010
<b>RECEIVING PARTY DATA</b>	
Name:	TCOAG IRELAND LIMITED
Street Address:	70 Sir John Rogerson's Quay
City:	Dublin 2
State/Country:	IRELAND
<b>PROPERTY NUMBERS Total: 4</b>	
Property Type	Number
Patent Number:	6194394
Patent Number:	6528273
Patent Number:	5985582
Patent Number:	6391609
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(703)739-9577
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-739-4900
Email:	iplaw@stites.com
Correspondent Name:	STITES & HARBISON PLLC
Address Line 1:	1199 NORTH FAIRFAX STREET, SUITE 900
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	264LT-0002
NAME OF SUBMITTER:	Stacy Johnson
Total Attachments: 7 source=AssignmentfromTrinityBiotechtoTCOAG#page1.tif	

OP \$160.00 6194394

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**PATENT**  
**REEL: 024576 FRAME: 0335**

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**DATED 4 MAY 2010**

**(1) TRINITY BIOTECH MANUFACTURING LIMITED  
(2) TRINITY BIOTECH MANUFACTURING SERVICES LIMITED  
AND  
(3) TCOAG IRELAND LIMITED**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

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**MATHESON ORMSBY PRENTICE**

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Dublin 2  
Ireland

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Cas: GKE/651921/2

WF-2374404-v7

20520093.1

**PATENT  
REEL: 024576 FRAME: 0337**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** made 4 May 2010 (the **"Assignment"**)

**BETWEEN:**

**TRINITY BIOTECH MANUFACTURING LIMITED**, an Irish company (Registration No. 239206) whose registered office is at Bray Business Park, Bray, Co. Wicklow;

**TRINITY BIOTECH MANUFACTURING SERVICES LIMITED**, an Irish company (Registration No. 406224) whose registered office is at IDA Business Park, Bray, Co. Wicklow;

(Collectively the **"Assignors"**); and

**TCOAG IRELAND LIMITED**, an Irish company (Registration No. 482053) whose registered office is at 70 Sir John Rogerson's Quay, Dublin 2 (the **"Assignee"**).

**RECITALS**

- A. The Assignors are respectively the owners of the Transferred IP (as defined below).
- B. Pursuant to the Purchase and Sale Agreement (as defined below), the Assignors agreed to assign and do hereby assign to the Assignee all their property, right, title and interest in and to the Transferred IP (as defined below) on the terms set out in this Assignment.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-**

**1 DEFINITIONS**

"Intellectual Property"

means discoveries, concepts, ideas and improvements to existing technology whether or not written down or otherwise converted to tangible form, patents, designs, trade marks, trade names, goodwill, copyrights, all rights in inventions, designs, processes, formulae, notations, improvements, goodwill, reputation, moulds, get-up, computer programmes and analogous property, plans, models, literary, dramatic, musical and artistic works and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof) and all applications for registration thereof and all rights and interests, thereto and therein in any part of the world;

"Parent"

means Stago International S.A.S., the parent company of the Assignee;

"Purchase and Sale Agreement"

means the Purchase and Sale Agreement entered into between, inter alia, Trinity Biotech Manufacturing Limited and the Parent dated 10 March 2010;

"Registered IP"

means the registered trade marks and patents brief particulars of which are set out at Schedule A to this Assignment;

"Transferred IP"

means the Registered IP and the Unregistered IP;

"Unregistered IP"

means all unregistered Intellectual Property forming part of or relating to the Business Assets (as defined in the Purchase and Sale Agreement) including but not limited to the following unregistered trade marks:

(a) DESTINY <sup>TM</sup>

(b) DESTINY PLUS <sup>TM</sup>

(c) DESTINY MAX <sup>TM</sup>

(d) DESTINY JUNIOR <sup>TM</sup>

## 2 ASSIGNMENT

2.1 In consideration of Trinity Biotech Manufacturing Limited and the Parent entering into the Purchase and Sale Agreement and of the amounts payable by the Parent thereunder in accordance with the Agreed Allocation Schedule (as defined in the Purchase and Sale Agreement) and other good and valuable consideration, the Assignors as legal and beneficial owners hereby assign to the Assignee its successors and assigns absolutely and free from all liens, charges and encumbrances or any other adverse right or interest

- (a) all the Assignors' property, right, title and interest in and to the Transferred IP; **TOGETHER** with
- (b) the goodwill and Intellectual Property associated with the Transferred IP and the benefit of any use of the Transferred IP; and
- (c) all the rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement of the Transferred IP and/or any violation of any common law rights (whether past, present or future) in connection with the Transferred IP

**TO HOLD, USE, EXERCISE AND ENJOY** the same unto the Assignee, its successors and assigns absolutely for the whole period of such rights for the time being capable of being assigned by the Assignors.

2.2 To the extent that the Assignors cannot assign any Intellectual Property to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be waived and shall not be exercised against the Assignee or its successors in title.

## 3 FURTHER ASSURANCE

3.1 The Assignors will, upon written request and at the sole cost and expense of the Assignors execute all such further assignments, transfers, deeds, documents or other assurances and to do all further acts and things as the Assignee may require in order to enable the Assignee to become registered as the proprietor or owner of the Transferred IP and otherwise to secure the benefit of all rights in the Transferred IP assigned under this Assignment.

3.2 Notwithstanding the generality of Clause 3.1 above, the Assignors shall, upon written request by the Assignee and at the sole cost and expense of the Assignors promptly and in any event no later than fourteen (14) days following the date of the request from the Assignee:

3.2.1 execute all documents and do all further acts and things in order to record the name of the Assignors as proprietor of one or more of the trade marks forming part of the Registered IP at the relevant trade mark office; and

3.2.2 execute a further Intellectual Property Assignment assigning to the Assignee any Intellectual Property (whether registered or unregistered) that transfers to the Assignee under the Sale and Purchase Agreement but which is not covered for whatever reason under this Assignment.

#### 4 REPRESENTATIONS AND WARRANTIES

4.1 The representations and warranties set out at Clause 7 of the Purchase and Sale Agreement shall apply mutatis mutandis to this Assignment and are hereby made and given by the Assignors.

#### 5 COUNTERPARTS

This Assignment may be executed in more than one counterpart, each of which shall be deemed to and shall come into force once both the Assignors and Assignee have executed and delivered such a counterpart in identical form.

#### 6 SEVERABILITY

6.1 In the event any provision, clause, sentence, phrase, or word of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the Assignment or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

#### 7 GOVERNING LAW AND JURISDICTION

This Assignment shall be subject to the laws of Ireland and the parties submit to the exclusive jurisdiction of the courts of Ireland.

**IN WITNESS WHEREOF**, the Assignors and the Assignee have caused this Assignment to be signed on the date noted above.

**TRINITY BIOTECH MANUFACTURING LIMITED TCOAG IRELAND LIMITED**

By:

Name:

Title: Director

*Kevin Tansey*  
KEVIN TANSEY

By:

Name:

Title: Director

*Fabrice Claret*  
Fabrice Claret

**TRINITY BIOTECH MANUFACTURING SERVICES LIMITED**

By:

Name:

Title:

*Paul Nether*  
Paul Nether  
Director

**SCHEDULE A**

**Registered IP**

Patents

Country	SP Ref	Status	File Date	Serial No	Issue Date/Grant Date	Patent no	Expires	Action	Due Date	Registered Proprietor
<b>Coagulation controls for Prothrombin Time (PT) and Activated Partial Thromboplastin Time (APTT) assays</b>										
United States	TRNT8322	Issued	1 Jul 1998	09/108,732	27 Feb 2001	6,194,394	1 Jul 2018	3 <sup>rd</sup> Maint Fee	27 Aug 2012	TRINITY BIOTECH MANUFACTURING LIMITED
United States	TRNT8322.1	Issued	26 Jan 2001	09/771,195	4 Mar 2003	6,528,273	6 Nov 2018	2 <sup>nd</sup> Maint Fee	8 Sep 2010	TRINITY BIOTECH MANUFACTURING LIMITED
<b>Thrombin-based assay for Antithrombin-III</b>										
United States	TRNT8314	Issued	9 Dec 1997	08/987,038	16 Nov 1999	5,985,582	9 Dec 2017	3 <sup>rd</sup> Maint Fee	17 May 2011	TRINITY BIOTECH MANUFACTURING LIMITED
<b>Thromboplastin reagents and methods for preparing and using such reagents</b>										
United States	TRNT8347	Issued	7 Oct 1999	09/413,683	21 May 2002	6,391,609	7 Oct 2019	3 <sup>rd</sup> Maint Fee	22 Nov 2013	TRINITY BIOTECH MANUFACTURING LIMITED
<b>Method for monitoring reagent delivery on a scanning spectrophotometer</b>										

20520093.1



Country	SP Ref	Status	File Date	Serial No	Issue Date/Grant Date	Patent no	Expires	Action	Due Date	Registered Proprietor
France		Granted	3 Dec 1990	91901116.3	1 Jan 1995	0 502983	3 Dec 2010			AKZO NOBEL NV
Germany		Granted		91901116.3		0 502983	3 Dec 2010			AKZO NOBEL NV
UK		Granted				502983	31 Dec 2010			TRINITY BIOTECH MANUFACTURING LIMITED
<b>A human thromboplastin prepared from cultured human cells that is suitable for use in the prothrombin time test</b>										
France		Granted	20 October 1992	92203216.4	29 July 1998	0 538951	20 Oct 2012			TRINITY BIOTECH MANUFACTURING LIMITED
UK		Granted				538951	20 Oct 2012	Renewal	20 Oct 2010	TRINITY BIOTECH MANUFACTURING LIMITED
<b>Cleaning solution for automatic analysers</b>										
France		Granted	21 Oct 1994	94931945.3	10 Oct 2001	0 724619	21 Oct 2014			TRINITY BIOTECH MANUFACTURING LIMITED
UK		Granted				724619	21 Oct 2014	Renewal	21 Oct 2010	TRINITY BIOTECH MANUFACTURING LIMITED