

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	MERGER										
EFFECTIVE DATE:	01/15/1992										
CONVEYING PARTY DATA											
<table border="1"><tr><td>Name</td><td>Execution Date</td></tr><tr><td>Molecular Diagnostics, Inc.</td><td>01/15/1992</td></tr></table>		Name	Execution Date	Molecular Diagnostics, Inc.	01/15/1992						
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Molecular Diagnostics, Inc.	01/15/1992										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Miles Inc.</td></tr><tr><td>Street Address:</td><td>511 Benedict Ave.</td></tr><tr><td>City:</td><td>Tarrytown</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10591</td></tr></table>		Name:	Miles Inc.	Street Address:	511 Benedict Ave.	City:	Tarrytown	State/Country:	NEW YORK	Postal Code:	10591
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<table border="1"><tr><td>Property Type</td><td>Number</td></tr><tr><td>Patent Number:</td><td>5274087</td></tr></table>		Property Type	Number	Patent Number:	5274087						
Property Type	Number										
Patent Number:	5274087										
CORRESPONDENCE DATA											
Fax Number: (914)524-3594 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 9145242719											
Email: sharon.meyer@siemens.com											
Correspondent Name: Siemens Healthcare Diagnostics Inc.											
Address Line 1: 511 Benedict Ave.											
Address Line 4: Tarrytown, NEW YORK 10591											
ATTORNEY DOCKET NUMBER:	2010R08697DE										
NAME OF SUBMITTER:	Karla Weyand										
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140533A001 01/14/92R037010 45.00  
140533A001 01/14/92R037100 25.00

**CERTIFICATE OF MERGER**

**OF**

140533A001 01/14/92R037010 120.00

140533A001 01/14/92R037100 230.00

**MOLECULAR THERAPEUTICS, INC.**  
**(a Delaware corporation)**

**AND**

**MOLECULAR DIAGNOSTICS, INC.**  
**(a Connecticut corporation)**

**WITH AND INTO**

**MILES INC.**  
**(an Indiana corporation)**

**To the Secretary of State**  
**State of Connecticut:**

Pursuant to the provisions of the Stock Corporation Act of the State of Connecticut governing the merger of one or more domestic subsidiary corporations with a foreign parent corporation, it is hereby certified that:

1. The names of the merging corporations are Molecular Diagnostics, Inc., which is a business corporation organized under the laws of the State of Connecticut and Molecular Therapeutics, Inc., which is a business corporation organized under the laws of the State of Delaware, which are to be the terminating corporations, and which are sometimes hereinafter referred to as the "subsidiary corporations," and Miles Inc., which is a business corporation organized under the laws of the State of Indiana, which is to be the surviving corporation, and which is sometimes hereinafter referred to as the "parent corporation."

2. The subsidiary corporations have only one class of outstanding shares, all of which are owned by the parent corporation.

3. The Articles of Incorporation of the parent corporation contain no provisions for merging the subsidiary corporations with the parent corporation in a manner otherwise than that prescribed by the provisions of Section 33-370 of the Stock Corporation Act of the State of Connecticut.

4. The Agreement and Plan of Merger does not effect any change in the Articles of Incorporation of the parent corporation.

5. The Agreement and plan of Merger attached hereto as Exhibit A for merging the subsidiary corporations with the parent corporation as approved by resolution of the Boards of Directors of said subsidiary corporations.

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6. A merger of a kind permitted by the provisions of Section 33-370 of the Stock Corporation Act of the State of Connecticut is permitted by the laws of the jurisdiction of organization of the parent corporation; and the merger of the subsidiary corporations with the parent corporation is in compliance with said laws.

7. The parent corporation hereby irrevocably appoints the Secretary of State of the State of Connecticut as its attorney to accept service of process in any action, suit, or proceeding for the enforcement of any obligations of the subsidiary corporations for which the parent corporation is liable pursuant to subsection (d) of Section 33-371 of the Stock Corporation Act of the State of Connecticut, pursuant to the Agreement and plan of Merger, or pursuant to the laws governing the parent corporation.

8. The Agreement and Plan of Merger provides that a merger shall be effective in the State of Connecticut on January 15, 1992.

Dated at Elkhart, Indiana, on January 15, 1992.

The undersigned officers of Molecular Diagnostics, Inc. do hereby state under the penalties of false statement that the statements pertaining to Molecular Diagnostics, Inc. contained in the foregoing Certificate of Merger are true.

By: F. Wenzel  
Its: President

By: Franklin E. Doreckowicz  
Its: Secretary

PRENTICE HALL  
LEGAL & FINANCIAL SERVICES  
30 HIGH STREET  
HARTFORD, CT 06183

PRENTICE HALL WILL PICK UP

6179 INE364

Dated at Elkhart, Indiana, on January 15, 1992.

The undersigned officers of Miles Inc. do hereby state under the penalties of false statement that the statements pertaining to Miles Inc. contained in the foregoing Certificate of Merger are true.

By: F. Wenzel  
Its: Vice President **FRANK WENZEL**

By: Franklin E. Bruckneridge  
Its: Assistant Secretary **FRANKLIN E. BRUCKNERIDGE**

Dated at Elkhart, Indiana, on January 15, 1992.

The undersigned officers of Molecular Therapeutics, Inc. do hereby state under the penalties of false statement that the statements pertaining to Molecular Therapeutics, Inc. contained in the foregoing Certificate of Merger are true.

By: F. Wenzel  
Its: President **FRANK WENZEL**

By: Franklin E. Bruckneridge  
Its: Secretary - **FRANKLIN E. BRUCKNERIDGE**

**FILED**  
STATE OF CONNECTICUT

JAN 14 1992

Franklin E. Bruckneridge  
SECRETARY OF THE STATE  
JAN 2 1992

Rec 9 10 cc 12  
PRENTICE HALL  
LEGAL & FINANCIAL SERVICES  
30 HIGH STREET  
HARTFORD, CT 06183

7745  
Exp 275  
10 cc 120  
Total 7440

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**AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER** dated as of January 15, 1992 (the "Agreement"), by and among Miles Inc., an Indiana corporation ("Miles"), Molecular Diagnostics, Inc., a Connecticut corporation ("Diagnostics") and Molecular Therapeutics, Inc., a Delaware corporation ("Therapeutics"). Diagnostics and Therapeutics are sometimes collectively referred to herein as the "Merging Corporations."

**WITNESSETH:**

**WHEREAS**, the authorized capital stock of Diagnostics consists of 5,000 shares of Common Stock, no par value per share ("Diagnostics Common"), of which 2,400 shares are issued and outstanding, fully paid and nonassessable;

**WHEREAS**, the authorized capital stock of Therapeutics consists of 10,000 shares of Common Stock, no par value per share ("Therapeutics Common"), of which 8,000 shares are issued and outstanding, fully paid and nonassessable;

**WHEREAS**, Miles is the sole holder of the Diagnostics Common and Therapeutics Common;

**WHEREAS**, Miles desires to merge Diagnostics and Therapeutics with and into itself;

**WHEREAS**, the respective Boards of Directors of Miles and the Merging Corporations deem it advisable that the Merging Corporations merge with and into Miles and that Miles continue as the surviving corporation, upon the terms set forth herein and in accordance with the laws of the States of Connecticut, Delaware and Indiana (the "Merger"), and that the shares of the Merging Corporations be cancelled upon consummation of the Merger as set forth herein; and

**WHEREAS**, the respective Boards of Directors of Miles and the Merging Corporations have, by resolution duly approved and adopted the provisions of this Agreement as the plan of merger required by Section 33-364 of the Connecticut Stock Corporation Act (the "Connecticut Law"), as the plan of merger required by Section 252 of the General Corporation Law of the State of Delaware (the "Delaware Law") and as the plan of merger required by Section 23-1-40-1 of the Indiana Business Corporation Law (the "Indiana Law").

**NOW, THEREFORE**, the parties hereto agree as follows:

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**SECTION 1**

**Effect of the Merger; Manner and Basis of Converting and Cancelling Shares**

1.1 At the Effective Time (as hereinafter defined), the Merging Corporations shall be merged with and into Miles, the separate corporate existence of the Merging Corporations (except as may be continued by operation of law) shall cease, and Miles shall continue as the surviving corporation, all with the effects provided by applicable law. Miles in its capacity as the surviving corporation of the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 At the Effective Time, each share of Diagnostics Common and each share of Therapeutics Common issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by Miles, or any other person, be cancelled and no cash or securities or other property shall be payable in respect thereof.

1.3 At and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities, of the Merging Corporations; and all rights, privileges, immunities and franchises of the Merging Corporations and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to the Merging Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and title to any real estate, or any interest therein, vested in the Merging Corporations shall not revert or be in any way impaired by reason of the Merger; and the Surviving Corporation shall thenceforth be responsible and liable for all liabilities and obligations of the Merging Corporations; and any claim existing or action or proceeding pending by or against the Merging Corporations may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be substituted in its place; all with the effect set forth in Section 33-369 of the Connecticut Law, Section 252 of the Delaware Law and Section 23-1-40-6 of the Indiana Law. The authority of the officers of the Merging Corporations shall continue with respect to the due execution in the name of each respective corporation of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Connecticut Law or the Delaware Law or any contract to which such Merging Corporation was a party or this Agreement.

REEL 179 MAR 367

1.4 The name of the Surviving Corporation shall be "Miles Inc.".

## SECTION 2

### Effective Time

2.1 Upon fulfillment or waiver of the conditions specified in Section 4 hereof, Diagnostics shall cause a Certificate of Merger to be executed and delivered for filing to the Secretary of State of the State of Connecticut, all as provided in and in accordance with Section 33-367 of the Connecticut Law (the "Diagnostics Certificate of Merger").

2.2 Upon fulfillment or waiver of the conditions specified in Section 4 hereof, Therapeutics shall cause a Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware, all as provided in and in accordance with Section 252 of the Delaware Law (the "Therapeutics Certificate of Merger").

2.3 Upon fulfillment or waiver of the conditions specified in Section 4 hereof, Miles shall cause Articles of Merger to be executed and delivered for filing to the Secretary of State of the State of Indiana, all as provided in and in accordance with Section 23-1-40-5 of the Indiana Law (the "Articles of Merger").

2.4 The Merger shall become effective on January 15, 1992, the date of filing of the Articles of Merger and the Diagnostics Certificate of Merger and Therapeutics Certificate of Merger, as provided by applicable law (the "Effective Time").

## SECTION 3

### Articles of Incorporation and By-laws; Board of Directors

3.1 The Articles of Incorporation of Miles as in effect at the Effective Time shall govern the Surviving Corporation, until they shall be amended as provided by law.

3.2 The By-laws of Miles as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the Board of Directors or the shareholder of the Surviving Corporation, shall govern the Surviving Corporation.

3.3 The members of the Board of Directors and the officers of Miles holding office immediately prior to the Effective Time shall be the members of the Board of Directors and the officers (holding



the same positions as they held with Miles immediately prior to the Effective Time) of the Surviving Corporation and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the By-laws of the Surviving Corporation.

#### SECTION 4

##### Conditions

4.1 The respective obligation of each of the Merging Corporations and Miles to consummate the Merger under this Agreement is subject to the fulfillment of the following conditions:

(a) At the option of the Merging Corporations or Miles, any third party consents which are required in order to avoid a breach, violation, conflict or default under any agreement, contract, statute, rule or regulation shall have been obtained;

(b) This Agreement and the Merger shall have been approved and adopted by Miles as the sole shareholder of each of the Merging Corporations;

(c) There shall have been no law, statute, rule or regulation, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal; and

(d) No preliminary or permanent injunction or other order by any federal or state court of competent jurisdiction that makes illegal or otherwise prevents the consummation of the Merger shall have been issued and shall remain in effect.

#### SECTION 5

##### Service of Process

5.1 The Surviving Corporation hereby agrees that it may be served with process in the States of Connecticut and Delaware in any proceeding for the enforcement of any obligation of the Merging Corporations, and hereby irrevocably appoints the Secretaries of State of the States of Connecticut and Delaware as its agent to accept service of process in any such proceeding.

5.2 A copy of any service of process received in connection with Section 5.1 above should be mailed to:

Miles Inc.  
One Mellon Center  
500 Grant Street  
Pittsburgh, PA 15219  
Attn: General Counsel

**SECTION 6**

**Miscellaneous**

6.1 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

6.2 The internal law, not the law of conflicts, of the State of Indiana will govern all questions concerning the construction, validity and interpretation of this Agreement, except so far as the corporate law of the States of Connecticut and Delaware applies to the Merger.

6.3 This Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

\* \* \* \* \*

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

MILES INC.,  
an Indiana corporation

By: F. Wenzel  
Its: Vice President - FRANK WENZEL

ATTEST:

By: Franklin E. Breckenridge  
Its: Assistant Secretary  
FRANKLIN E. BRECKENRIDGE

MOLECULAR DIAGNOSTICS, INC.,  
a Connecticut corporation

By: F. Wenzel  
Its: President FRANK WENZEL

ATTEST:

By: Franklin E. Breckenridge  
Its: Secretary FRANKLIN E. BRECKENRIDGE

MOLECULAR THERAPEUTICS, INC.,  
a Delaware corporation

By: F. Wenzel  
Its: President FRANK WENZEL

ATTEST:

By: Franklin E. Breckenridge  
Its: Secretary - FRANKLIN E. BRECKENRIDGE

PRENTICE HALL  
LEGAL & FINANCIAL SERVICES  
30 HIGH STREET  
HARTFORD, CT 06103

PRENTICE HALL WILL PICK UP

**RECORDED  
PATENT AND TRADEMARK  
OFFICE**

**JUL 13 1992**

MR 6179 HAN 372

**STATE OF CONNECTICUT**  
**OFFICE OF THE SECRETARY OF THE STATE** } **SS: HARTFORD**

I hereby certify that this is a true copy of record  
in this Office

In Testimony whereof, I have hereunto set my hand,  
and affixed the Seal of said State, at Hartford,  
this 15th day of January A.D. 1992

*Pauline R. Ryle*  
**SECRETARY OF THE STATE**

**PATENT**

**RECORDED: 07/02/2010**

**REEL: 024626 FRAME: 0973**