

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Patent Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Quidel Corporation	08/10/2012
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	800 Fifth Avenue, Floor 17
Internal Address:	WA1-501-17-32
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D606664
Patent Number:	7794656
Patent Number:	7691644
Patent Number:	8202734
Patent Number:	8030191
Application Number:	12390303
Application Number:	12427710
Application Number:	13167223
CORRESPONDENCE DATA	
Fax Number:	7044448857
Email:	twitcher@mcguirewoods.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Terry L. Witcher, Paralegal
Address Line 1:	201 North Tryon Street, Suite 3000

OP \$320.00 D606664

Address Line 2: McGuireWoods LLP  
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:

Terry L. Witcher

Total Attachments: 5

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## 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**, Quidel Corporation, a Delaware corporation ("Borrower"), has entered into an Amended and Restated Credit Agreement dated as of August 10, 2012 (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"), and Bank of America, N.A., as Administrative 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"); and

**WHEREAS**, pursuant to the terms of an Amended and Restated Security Agreement dated as of August 10, 2012 (said Amended and Restated 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 10<sup>th</sup> day of August, 2012.

QUIDEL CORPORATION

By: Douglas C Bryant  
Name: Douglas C. Bryant  
Title: President and CEO

Grant of Patent Security Interest  
Signature Page

PATENT  
REEL: 028769 FRAME: 0369

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

**Patents Issued:**

<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Invention</u></b>
D606,664	08/11/2008	ASSAY DEVICE AND HOUSING COMBINED
7,794,656	04/25/2008	DEVICE FOR HANDLING AND ANALYSIS OF A BIOLOGICAL SAMPLE
7,691,644	05/05/2008	DEVICES FOR THE DETECTION OF MULTIPLE ANALYTES IN A SAMPLE
8,202,734	04/14/2009	MEHOD FOR ADDING AN APPARENT NON- SIGNAL LINE TO A LATERAL FLOW ASSAY
8,030,191	04/14/2009	METHOD FOR ADDING AN APPARENT NON- SIGNAL LINE TO A RAPID DIAGNOSTIC ASSAY

**Patents Pending:**

<u>Applicant's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>
Quidel Corporation	02/20/2009	20090215159 12/390,303	DEVICE FOR HANDLING AND ANALYSIS OF A BIOLOGICAL SAMPLE
Quidel Corporation	04/21/2009	20090263854 12/427,710	INTEGRATED ASSAY DEVICE AND HOUSING
Quidel Corporation	06/23/2011	20120003627 13/167,223	METHODS FOR DIRECT FLUORESCENT ANTIBODY VIRUS DETECTION IN LIQUIDS