

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Roche Diagnostics Corporation	01/01/2004
RECEIVING PARTY DATA	
Name:	Roche Diagnostics Operations, Inc.
Street Address:	9115 Hague Road
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46250
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13929293
CORRESPONDENCE DATA	
Fax Number:	3176377561
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-634-3456
Email:	docketdept@uspatent.com
Correspondent Name:	Woodard Emhardt Moriarty McNett & Henry
Address Line 1:	111 Monument Circle
Address Line 2:	Suite 3700
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	7404-1242
NAME OF SUBMITTER:	Rhonda C. Burdine
Signature:	/Rhonda C. Burdine/
Date:	09/24/2013
Total Attachments: 4 source=Roche_Diagnostics_Corp_to_Roche_Diagnostics_Operations_Inc#page1.tif source=Roche_Diagnostics_Corp_to_Roche_Diagnostics_Operations_Inc#page2.tif source=Roche_Diagnostics_Corp_to_Roche_Diagnostics_Operations_Inc#page3.tif source=Roche_Diagnostics_Corp_to_Roche_Diagnostics_Operations_Inc#page4.tif	

OP \$40.00 13929293

ASSET CONVEYANCE, GENERAL ASSIGNMENT
AND ASSUMPTION AGREEMENT

This Asset Conveyance, General Assignment and Assumption Agreement (the "Agreement") effective as of January 1, 2004, is between Roche Diagnostics Corporation, an Indiana corporation ("RDC") and Roche Diagnostics Operations, Inc., a Delaware corporation ("RDOI"). RDC and RDOI are referenced individually as "Party" and collectively as "Parties".

WHEREAS, RDC deems it desirable to transfer certain assets and operations to its subsidiary RDOI for the purpose of aligning RDC's legal entity structure with local and global structure and accountabilities.

WHEREAS, this Agreement is necessary to evidence certain contributions to the capital of RDOI by RDC and to evidence the assumption of certain liabilities and obligations by RDOI.

WHEREAS, it is intended by the Parties that the exchange contemplated herein qualify for tax-free treatment under Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RDC hereby assigns, transfers, conveys and delivers to RDOI free and clear of all liens (except as otherwise provided in Exhibit A), the following assets constituting personal property relating to or associated with the business to be conducted by RDOI:

- (a) Intangible Property. RDC's right, title and interest in and to all patents, patent applications, trademarks, and trademark applications listed on Exhibit B and all license agreements recited in Exhibit B to the extent those license agreements allow assignment from RDC to RDOI (the "Transferred Intellectual Property");
- (b) Transferred Contracts. RDC's right, title and interest in and to the contracts listed in Exhibit C to the extent those contracts may be assigned from RDC to RDOI (the "Transferred Contracts");
- (c) Tangible Personal Property Owned by RDC. RDC's right, title and interest in and to all tangible personal property listed in Exhibit D (the "Transferred Personal Property"); and
- (d) Tangible Personal Property Rented or Leased by RDC. RDC's leasehold interests and rights in and to the tangible personal property located in the Leased Premises and currently being leased or rented by RDC from a third party pursuant to the lease or rental agreements listed in Exhibit E (the "Personal Property Leases").

RDOI hereby assumes and agrees to perform RDC's obligations under the Transferred Contracts. RDC hereby assigns and conveys to RDOI any and all rights it may have to receive payments, revenues, or other receipts under the Transferred Contracts for work performed or services or materials provided under the Transferred Contracts after the date hereof and relinquishes any and all rights it may have to such payments, revenues, and receipts.

RDOI hereby assumes and agrees to perform RDC's obligations under the Personal Property Leases to the extent that the Personal Property Leases cover tangible personal property located in the Leased Premises. RDOI agrees to pay RDC RDOI's pro rata share of any and all payments due from RDC to a third party with respect to tangible personal property located in the Leased Premises.

RDC agrees that from time to time, whether on or after the date hereof, it will execute and deliver such other documents and take such other actions as may reasonably be required to transfer, assign and convey to RDOI more effectively the assets which are the subject of this Agreement.

This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns.

This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall constitute but one and the same instrument.

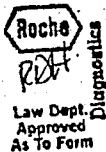
IN WITNESS WHEREOF, RDC and RDOI have executed this Asset Conveyance, General Assignment and Assumption Agreement as of the date first written above.

ROCHE DIAGNOSTICS CORPORATION

By: M. Madans

Printed: MARTIN MADANS

Title: President & CEO

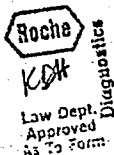


ROCHE DIAGNOSTICS OPERATIONS, INC.

By: [Signature]

Printed: NED J CAMPBELL

Title: President



PATENT

REEL: 031268 FRAME: 0885

ADDENDUM

This is an Addendum to subparagraph (a) Intangible Property of the "Asset Conveyance, General Assignment and Assumption Agreement", attached hereto:

"RDC's right, title and interest in any and all applications arising from the patents, patent applications listed in Exhibit B, including any and all divisionals, continuations, continuations-in-part thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof."

IN WITNESS WHEREOF, RDC and RDOI have agreed that this Addendum to the "Asset Conveyance, General Assignment and Assumption Agreement" is effective as of January 1, 2004.

ROCHE DIAGNOSTICS CORPORATION (RDC)



By: *Lynn M. Gagel*

Printed: Lynn M. Gagel

Title: Assistant Secretary

ROCHE DIAGNOSTICS OPERATIONS, INC. (RDOI)



By: *Steve A. Oldham*

Printed: Steve A. Oldham

Title: Vice President, General Counsel and Secretary

