

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2679889

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DYNABYTE-INFORMATIONSSYSTEME GMBH	01/03/2012
RECEIVING PARTY DATA	
Name:	F. HOFFMANN-LA ROCHE AG
Street Address:	GRENZACHERSTRASSE 124
City:	BASEL
State/Country:	SWITZERLAND
Postal Code:	CH-4070
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14087823
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ATTORNEY DOCKET NUMBER:	1406/354/4 DIV
NAME OF SUBMITTER:	JEFFREY L. WILSON
Signature:	/jeffrey l. wilson/
Date:	01/14/2014

Total Attachments: 26

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

dated as of 3 January, 2012

by and between

Dynabyte – Informationssysteme GmbH, Reichenbachstr. 27, D-80469 Munich, Germany,

("Seller")

and

F. Hoffmann-La Roche AG, Grenzacherstraße 124, CH-4070 Basel, Switzerland,

("Purchaser IP").

(Seller and Purchaser IP individually or collectively, as applicable, are referred to herein as "Party" or "Parties".)

TABLE OF CONTENTS

Clause	Headings	Page
1.	PRECEDENCE OF SPA; DEFINITIONS	1
2.	ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY	3
3.	NO IMPLIED LICENSES; LICENSES TO DERIVATIVE WORKS; NO LICENSE TO TRADEMARKS	6
4.	CONFIDENTIALITY	6
5.	TERM AND TERMINATION	7
6.	ASSIGNABILITY AND SUBLICENSES	7
7.	NO ADDITIONAL WARRANTIES, REPRESENTATIONS, AND LIABILITIES	7
8.	GENERAL PROVISIONS	7

A handwritten signature in black ink, appearing to be 'G. Reilly' or similar, located in the bottom right corner of the page.

RECITALS

1. This Intellectual Property Agreement (the "**Agreement**") is entered into in connection with the share purchase agreement dated as of 30 November 2011, deed no. H 3817/2011 of the notary Thomas Haasen, entered into by and between, Seller, Roche Deutschland Holding GmbH and Purchaser IP and certain other parties (the "**SPA**") pursuant to which Seller has sold to Roche Deutschland Holding GmbH all shares in Verum Diagnostica GmbH (the "**Company**"), a subsidiary of Seller, and to Purchaser IP certain intellectual property rights related to the business of the Company (the "**Seller Intellectual Property Rights**" as set forth in the Exhibit SIP to the SPA) upon the terms and subject to the conditions set forth in the SPA.
2. In order to fulfil its obligations under the SPA, Seller desires to hereby assign and transfer or grant licenses to the Seller Intellectual Property Rights to Purchaser IP in accordance with the terms of this Agreement and the SPA.

NOW, THEREFORE, the Parties hereby agree as follows:

1. PRECEDENCE OF SPA; DEFINITIONS

1.1 Precedence of SPA

This Agreement is subject to the terms and conditions of the SPA. In case of a conflict, the SPA shall take precedence over this Agreement. The provisions of the SPA shall remain in full force and effect and nothing herein shall be construed to prevail over any of the terms, provisions, covenants or conditions contained in the SPA.

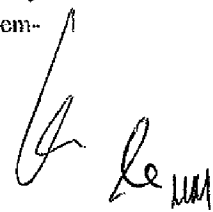
1.2 Terms defined in the SPA

Unless otherwise defined in Section 1.2 below, any term in initial capital letters used in this Agreement shall have the meaning as set forth in the SPA.

1.3 Defined Terms

"**Assigned Copyrights**" means (a) the Copyrights (as defined in the SPA) described in Exhibit 1.3, including in particular, with respect to Software, all Code and associated Software Documentation, together with (b) all Proprietary Rights (other than Patents and Trademarks) owned or co-owned by Seller in or to, or embodied in, any of the foregoing. Assigned Copyrights does not include Assigned Patents and Assigned Know-How.

"**Assigned Know-How**" means (a) the Know-How (as defined in the SPA) described in Exhibit 1.3, (b) all other Know-How owned or co-owned by Seller that is, as of the date hereof, used in the operation of the business of the Company, including, for the avoidance of doubt, market intelligence and customer contacts, together with (c) all Proprietary Rights (other than Patents and Trademarks) owned or co-owned by Seller in or to, or em-



bodied in, any of the foregoing.

"Assigned Patents" means, whether or not registered in the name of Seller, (a) the Patents (as defined in the SPA) including Patent applications that are set forth in Exhibit 1.3, together with (b) all divisionals, continuations, continuations-in-part, continued prosecution applications, and foreign counterpart applications related to the foregoing, (c) all Patents, including foreign counterpart Patents, issuing on any Patent applications included in any of the foregoing, and (d) all reissues, reexaminations, extensions, divisions, renewals, substitutions, confirmations, registrations, revalidations, revisions, and additions of or to any of the foregoing.

"Assigned Trademarks" means the registered Trademarks (as defined in the SPA) and Trademark applications that are set forth in Exhibit 1.3 together with all common law rights and goodwill related thereto.

"Code" means Object Code and Source Code, collectively.

"Derivative Work(s)" means any work of authorship, or other subject matter that is protected by Copyright, that is based, in whole or in part, upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such pre-existing works may be recast, transformed or adapted and which, if prepared without authorization of the owner of the Copyright in such pre-existing work, would constitute a Copyright infringement absent a license. For purposes of this Agreement, a Derivative Work shall also include any compilation that incorporates such a pre-existing work.

"Object Code" means Software code in machine-readable form generated by compilation, assembly or other translation of Source Code and contained in a medium which permits it to be loaded into and operated on by a computer or semiconductor device.

"Proprietary Rights" means, throughout the world, any and all Patents, Copyrights, Trademarks, design rights and any other intellectual or industrial property rights.

"Purchased Intellectual Property" means Assigned Copyrights, Assigned Patents, Assigned Know-How, and Assigned Trademarks, collectively (together equalling the Seller Intellectual Property Rights).

"Software" means any and all computer programs and data held in the storage of the computer for certain purposes.

"Software Documentation" means all information in human and/or machine-readable form, relating to Code, including but not limited to user manuals and materials useful for the design of Code (for example, logic manuals, flow charts, and principles of operation).

"Source Code" means Software code in any programming language contained in any format, including human and machine-readable formats, such code including all comments

and procedural code plus all related development documents such as, but not limited to, flow charts, schematics, statements of principles of operations or any other specifications.

"SPA" has the meaning as set forth in Recital A hereof.

2. ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY

2.1 Assignment of Assigned Copyrights

2.1.1 Seller hereby irrevocably transfers and assigns to Purchaser IP which hereby accepts the transfer and assignment all of its worldwide ownership interest in and to the Assigned Copyrights.

2.1.2 Seller hereby gives its consent for registration of rights, where applicable, in the Assigned Copyrights by Purchaser IP, in particular for registration of copyrights in countries which provide for copyright registration. Purchaser IP shall bear all costs and expenses for such registration and/or registration of the transfer and assignment of the Assigned Copyrights.

2.1.3 Seller shall make available to Purchaser IP, on the date hereof or as otherwise agreed, copies of all Assigned Copyrights as they are in Seller's possession as of the date hereof by handover to the Company. If any Assigned Copyright in Seller's possession is not made available to Purchaser IP by handover to the Company on the date hereof (or as otherwise agreed), Seller shall make available such Assigned Copyrights to Purchaser IP by handover to the Company without undue delay upon (a) such Assigned Copyrights not previously made available being identified by Seller, or (b) a written request by Purchaser IP or the Company at any time.

2.2 Assignment of Assigned Patents

2.2.1 Seller hereby irrevocably transfers and assigns to Purchaser IP which hereby accepts the transfer and assignment all of its worldwide ownership interest in and to the Assigned Patents. Seller shall execute and deliver to Purchaser IP, on the date hereof, a corresponding confirmatory Patent Assignment Agreement substantially in the form as attached as **Exhibit 2.2.1** hereto. The Parties shall reasonably cooperate in connection with the foregoing.

2.2.2 Seller hereby gives its consent for registration of the transfer of rights in the Assigned Patents in the relevant patent registers, which Purchaser IP shall apply for.

2.2.3 On the date hereof, Seller shall make available to Purchaser IP, by handover to the Company, all documents in its possession relating to the Assigned Patents, in particular applications, the ensuing correspondence with the patent authorities and the registration certificates, documents concerning searches and patent watch services, all documents relating to opposition proceedings concerning the Assigned Patents and agreements with third parties, if any. The registration documents shall be handed over in the original; copies of all other documents shall suffice.

- 2.2.4 After the date hereof, Purchaser IP shall be responsible for all costs and expenses related to prosecution and maintenance of the Assigned Patents that accrue after the date hereof. Purchaser IP shall also bear all costs and expenses for registration of the transfer of rights in the Assigned Patents. With respect to any other liabilities related to the Assigned Patents, each Party shall bear its own costs and expenses.

2.3 Assignment of Assigned Know-How

- 2.3.1 Seller hereby irrevocably transfers and assigns to Purchaser IP which hereby accepts the transfer and assignment all of its worldwide ownership interest in and to the Assigned Know-How. Seller undertakes to cease using the Assigned Know-How itself in any manner after Closing.
- 2.3.2 Seller shall make available to Purchaser IP, on the date hereof or as otherwise agreed, copies of all Assigned Know-How as it is in Seller's possession on the date hereof by handover to the Company. If any Assigned Know-How in Seller's possession is not made available to Purchaser IP by handover to the Company on the date hereof (or as otherwise agreed) Seller shall make available such Assigned Know-How to Purchaser IP by handover to the Company without undue delay upon (a) such Assigned Know-How not previously made available being identified by Seller or (b) a written request by Purchaser IP or the Company at any time.

2.4 Assignment of Assigned Trademarks

- 2.4.1 Seller hereby irrevocably transfers and assigns to Purchaser IP which hereby accepts the transfer and assignment all of worldwide ownership interest in and to the Assigned Trademarks. Seller shall execute and deliver to Purchaser IP, on the date hereof, a corresponding confirmatory Trademark Assignment Agreement substantially in the form as attached as **Exhibit 2.4.1** hereto. The Parties shall reasonably cooperate in connection with the foregoing.
- 2.4.2 Seller hereby gives its consent for registration of the transfer of rights in the Assigned Trademarks in the relevant trademark registers, which Purchaser IP shall apply for.
- 2.4.3 On the date hereof, Seller shall make available to Purchaser IP, by handover to the Company, all documents in its possession relating to the Assigned Trademarks, in particular applications, the ensuing correspondence with the trademark authorities and the registration certificates, documents concerning searches and trademark watch services, all documents relating to opposition proceedings concerning the Assigned Trademark and agreements with third parties, if any. The registration documents shall be handed over in the original; copies of all other documents shall suffice.
- 2.4.4 After the date hereof, Purchaser IP shall be responsible for all costs and expenses related to prosecution and maintenance of the Assigned Trademarks that accrue af-



ter the date hereof. Purchaser IP shall bear all costs and expenses for registration of the transfer and assignment of the ownership interest in and to the Assigned Trademarks. With respect to any other liabilities, costs and expenses related to the Assigned Trademarks, each Party shall bear its own costs and expenses.

2.5 Other Benefits.

The transfer and assignment of the Purchased Intellectual Property pursuant to this Agreement includes, in each case, all benefits, privileges, powers, rights, and remedies under, pursuant to or related thereto, including all rights to apply for, file, register, maintain, extend or renew the same, all rights to transfer and grant licenses and other rights with respect thereto, and all rights to enforce, and bring actions for all past, present and future infringements, misappropriations or other violations of or relating thereto and to settle, and collect and retain the proceeds from, any such actions.

2.6 Nontransferable Rights.

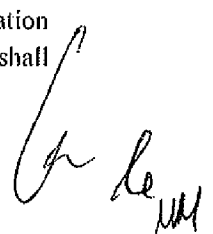
To the extent, if any, that, notwithstanding the assignments pursuant to this Section 2, Seller retains any right, title or interest with respect to any Purchased Intellectual Property, Seller, to the greatest extent permitted under applicable law, hereby grants and agrees to grant to Purchaser IP an unlimited, perpetual, irrevocable, transferable, freely sublicensable, royalty free, worldwide right and license, to make, use, sell, offer to sell, import and otherwise commercialize, exploit and practice, and to modify, create derivatives based upon, reproduce, distribute, display, make available, and otherwise use, transfer, and disclose, the Purchased Intellectual Property. The licenses granted under this Section 2.6 shall be exclusive.

2.7 Cooperation.

Seller shall cooperate with Purchaser IP as reasonably requested by Purchaser IP, and shall use its best efforts to execute and deliver such additional documents and perform such additional acts as are necessary to establish and effect Purchaser IP's right, title and interest with respect to the Purchased Intellectual Property as contemplated in this Agreement.

2.8 Transfer of Files.

To the extent not stipulated more specifically in this Agreement, on the date hereof or without undue delay hereafter, Seller shall (a) make available to Purchaser IP, by handover to the Company, complete and exhaustive files or documentation regarding the Assigned Intellectual Property in Seller's possession and (b) inform each of Seller's outside counsel and foreign associate firm involved in the preparation, prosecution, and/or maintenance of any Assigned Intellectual Property of the assignment of the Assigned Intellectual Property to Purchaser IP and instruct each such firm to immediately take directions from Purchaser IP or the Company with respect files or documentation regarding the Assigned Intellectual Property in such firm's possession. If necessary, Seller agrees to thereafter use its best efforts to assist Purchaser IP and the Company in procuring all such files and documentation from all such outside counsel and foreign associate firms. Nothing in this Section 2.8 shall



be deemed to waive the ethical obligations of such counsel to their respective clients, including keeping any confidential information of Seller, the Company or Purchaser IP secret from the respective others.

3. NO IMPLIED LICENSES; LICENSES TO DERIVATIVE WORKS; NO LICENSE TO TRADE-MARKS

3.1 No Implied Back-Licenses to Seller

No back-license or other right under any Proprietary Right is granted or implied to Seller pursuant to this Agreement or the SPA.

3.2 Licenses to Derivative Works

To the extent the licenses granted under Section 2.6 of this Agreement relate to any works of authorship, and without limiting Section 2.6 of this Agreement, the right to use such works shall comprise the right to (i) create Derivative Works from such works, and (ii) reproduce, distribute, display, make available, and otherwise use such Derivative Works. Except as expressly provided in this Agreement or in the SPA, no rights are granted to Seller with respect to any improvements or Derivative Works made by Purchaser IP or any of its affiliates after the date hereof.

3.3 No License to Trademarks

Seller agrees that it will not, without the express written permission of Purchaser IP or as explicitly agreed in the SPA (i) use in advertising, publicity, or otherwise any Trademark, symbol or any other identification or any abbreviation, contraction or simulation thereof owned by or acquired hereunder by Purchaser IP or any of its affiliates (including the Company), nor (ii) represent, directly or indirectly, that any product or service of Purchaser IP or the Company is a product or service of Seller.

4. CONFIDENTIALITY

No Party shall make any press release or similar public announcement with respect to this Agreement, and each Party shall keep confidential and not disclose to any third party the contents of this Agreement and any confidential information regarding the other Party disclosed to it in connection with this Agreement or its implementation, except as expressly agreed upon with the other Party and except as may be required in order to comply with the requirements of any applicable laws or the rules and regulations of any stock exchange upon which any securities of the relevant Party or any of its parent companies are listed. Notwithstanding anything to the contrary herein, in no event shall Purchaser IP or its affiliates be subject to any restriction with respect to any use, transfer or disclosure of any Purchased Intellectual Property to the extent that disclosure is reasonably necessary or appropriate to fully exercise and exploit Purchaser IP's rights under this Agreement or the SPA.

A handwritten signature in dark ink, appearing to be 'G. Le' followed by a stylized mark.

5. TERM AND TERMINATION

5.1 Term

This Agreement is executed and shall become effective upon its signing by the Parties on the Closing of the SPA. It shall continue unless terminated by mutual agreement between the Parties and may not be terminated otherwise by either Party hereto.

5.2 Survival of Termination

The rights and obligations of the Parties which by their nature would continue beyond termination of this Agreement shall survive and continue after any termination of this Agreement.

6. ASSIGNABILITY AND SUBLICENSES

All rights and any licenses granted to Purchaser IP hereunder may be assigned to (a) any of its affiliates, (b) any direct or indirect successor to all or substantially all of the Company's business to which such rights and licenses pertain, and (c) to the acquiring or surviving entity in the event of a merger or acquisition. The grant of any license hereunder, includes the right to grant sublicenses to affiliates of Purchaser IP and any other third party.

7. NO ADDITIONAL WARRANTIES, REPRESENTATIONS, AND LIABILITIES

Except as expressly provided herein, all warranties and representations, and the scope of each Party's liabilities, are exclusively set forth in the SPA.

8. GENERAL PROVISIONS

8.1 Consideration

The consideration for the transfers, assignments and grant of rights and licenses under this Agreement is solely provided for in the SPA. No additional payment of royalties will be due for any Party under this Agreement.

8.2 Entire Agreement

This Agreement and the SPA set forth the entire agreement and understanding between the Parties as to the subject matter thereof. No amendment, supplement, modification or waiver of this Agreement (including this Section 8.2) shall be binding unless made by mutual agreement of the Parties and evidenced by a written instrument duly executed on behalf of each Party by its duly authorized officer or employee.

8.3 Notices

Regarding all notices and other communications under this Agreement, Section 11.2 of the SPA shall apply accordingly.

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8.4 No Waiver

The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision nor shall it in any way affect the validity of this Agreement or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

8.5 Governing Law; Jurisdiction

8.5.1 This Agreement shall be governed by, and construed in accordance with, the laws of Germany, excluding the application of the UN Convention on the International Sale of Good (CISG).

8.5.2 Any dispute arising from or in connection with this Agreement or the validity thereof or its consummation shall be decided upon, to the extent permitted by applicable law, exclusively by the regional courts of Munich I (*Landgericht München I*).

8.6 Interpretation

8.6.1 The Exhibits to this Agreement are an integral part of this Agreement, and any reference to this Agreement includes this Agreement and the Exhibits as a whole.

8.6.2 The headings of the sections and subsections in this Agreement are for convenience purposes only and shall not affect the interpretation of any of the provisions hereof.

8.6.3 Terms to which a German translation has been added shall be interpreted as having the meaning assigned to them by the German translation.

8.6.4 Words such as "hereof", "herein" or "hereunder" refer (unless otherwise required by the context) to this Agreement as a whole and not to a specific provision of this Agreement. The term "including" shall mean "including, without limitation".

8.6.5 Any reference to "applicable law" or "applicable laws" contained in this Agreement shall include any statute, code, regulation, directive, ordinance, binding guideline or other legally binding general rule or decree (*anwendbares Recht*), applicable in any jurisdiction and relating to any matter whatsoever.

8.7 Severability

Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the intent and pur-

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pose of the invalid or unenforceable provision. The same shall apply: (i) if the Parties have, unintentionally, failed to address a certain matter in this Agreement (*Regelungslücke*); in this case a suitable and equitable provision shall be deemed to have been agreed upon which comes as close as possible to what the Parties, in the light of the intent and purpose of this Agreement, would have agreed upon if they had considered the matter; or (ii) if any provision of this Agreement is invalid because of the scope of any time period or performance stipulated herein; in this case a legally permissible time period or performance shall be deemed to have been agreed which comes as close as possible to the stipulated time period or performance.

Place/date: Munich, 3 January 2012



Dynabyte – Informationssysteme GmbH

Name/position: Dr. Andreas Calatzis,
Geschäftsführer

Place/date: Munich, 3 January 2012



F. Hoffmann-La Roche AG

Name/position: Dr. Lukas Engelberger,
Based on power of attorney



F. Hoffmann-La Roche AG

Name/position: Manuel Mülner,
Based on power of attorney

Exhibit 1.3

1) Copyrights

- **Multiplate Software** which triggers the measurement by means of the measurement electronics, prepares the measured data for users, interprets and plots the measured data as a curve, thus providing the measured data to the user and offers several support functions as further described in the Multiplate 5.0 Software Requirements Specifications (as set forth in Schedule Software hereto);
- Software related documentation:

Description	Document	Version	Status
Software Requirements Specification, Software Version 2.03	Multiplate 5.0, Software Requirements Specification	1.0	Released
Software Design Specification, Software Version 2.03	Multiplate 5.0, Software Design Specification	1.0	Released
Software Requirements Specification, Software Version 2.04	Multiplate 5.0, Software Requirements Specification, Software Version 2.04	1.0	Released
Software Design Specification, Software Version 2.04	Multiplate 5.0, Software Design Specification, Software Version 2.04	0.1	Draft

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2) Patents

Patent Att. Ref	Title	Nature, Type	Country	Status	Filing Date	Appl. Number	Publ. Date	Publication Number	Grant Date	Grant Number	Expiration Date
P16506	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	International Patent Application	PCT	inactive	16.12.2003	PCT/EP03/14329	30.06.2005	WO 2005/059552			
P20795	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	Regional Phase of PCT in Europe	EP (PCT)	granted	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P20795-CH	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in CH of EP/PCT	CH (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P20795-DE	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in DE of EP/PCT	DE (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	603 31 376.0-08	16.12.2023
P20795-ES	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in ES of EP/PCT	ES (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P20795-FR	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in FR of EP/PCT	FR (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023

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Patent Att. Ref	Title	Nature, Type	Country	Status	Filing Date	Appl. Number	Publ. Date	Publication Number	Grant Date	Grant Number	Expiration Date
P20795-GB	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in GB of EP/PCT	GB (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P20795-IT	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in IT of EP/PCT	IT (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P20795-NL	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in NL of EP/PCT	NL (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P22600	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	Divisional Application 1 Application to EP 03785839.6	DIV I/EP	pending	16.12.2003	10153677.9-1240	19.05.2010	2 187 201			16.12.2023
P22601	METHOD FOR ANALYSING BLOOD	Divisional Application 2 Application to EP 03785839.6	DIV2/EP	pending	16.12.2003	10153678.7-1240	05.05.2010	2 182 345			16.12.2023
P20796	CARTRIDGE DEVICE FOR BLOOD	National Phase of PCT in AU	AU (PCT)	granted & currently	16.12.2003	2003294867			24.06.2010	2003294867	16.12.2023

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Patent Att. Ref	Title	Nature, Type	Country	Status	Filing Date	Appl. Number	Publ. Date	Publication Number	Grant Date	Grant Number	Expiration Date
	ANALYSIS			in force							
P20797	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase of PCT in CA	CA (PCT)	pending	16.12.2003	2,547,544					16.12.2023
P20798- US	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase of PCT in US	US (PCT)	granted & currently in force	16.12.2003	10/583,062			08.03.2011	7,901,629	16.12.2023
P20798- US01	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	Divisional Application to US 10/582,062	DIV 1/US	pending	16.12.2003	13/029,553	09.06.2011	US-2011- 0133762-A1			16.12.2023
P20798- US02	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	Divisional Application to US 10/582,062	DIV 2/US	pending	16.12.2003	13/029,575	09.06.2011	US-2011- 0136164-A1			16.12.2023

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3) Know-How

a) Relating to the Multiplate Device

Description	Related Document	Version	Status
Design Requirements Multiplate 5.0 Device	Multiplate 5.0, Lastenheft Gerät	1.0	Released
Design Specifications Multiplate 5.0 Device	Multiplate 5.0, Pflichtenheft Gerät	1.0	Released
Production SOP Device	SOP, Produktionshandbuch Multiplate 5.0	0.16	Draft

b) Relating to Test Cells

Description	Related Document	Version	Status
Design Requirements Multiplate 5.0 Test Cells	Multiplate 5.0, Lastenheft Messzellen	1.0	Released
Design Specifications Multiplate 5.0 Test Cells	Multiplate 5.0, Pflichtenheft Messzellen	1.0	Released
Production SOP Test Cells	SOP, Produktionshandbuch Messzellen	0.2	Draft

c) Relating to Reagents

Description	Related Document	Version	Status
Design Requirements ADPtest	Lastenheft ADPtest	1.0	Released
Design Specifications ADPtest	Pflichtenheft ADPtest	1.0	Released
Product Specification ADPtest	Product Specification ADPtest	5.0	Released
Production SOP ADPtest	FB - Produktion ADPtest	3.0	Released

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Description	Related Document	Version	Status
Design Requirements ASA Control	Lastenheft ASA Control	0.3	Draft
Product Specification ASA Control	Product Specification ASA Control	3.0	Released
Design Requirements ASPtest	Lastenheft ASPtest	1.0	Released
Design Specifications ASPtest	Pflichtenheft ASPtest	1.0	Released
Product Specification ASPtest	Product Specification ASPtest	3.0	Released
Production SOP ASPtest	FB - Produktion ASPtest	4.0	Released
Design Requirements COLtest	Lastenheft COLtest	1.0	Released
Product Specification COLtest	Product Specification COLtest	2.0	Released
Production SOP COLtest	FB - Produktion Kollagen	0.1	Draft
Design Requirements GpIIb/IIIa Antagonist	Lastenheft GpIIb/IIIa Antagonist	1.0	Released
Design Specifications GpIIb/IIIa Antagonist	Pflichtenheft GpIIb/IIIa Antagonist	1.0	Released
Production SOP GpIIb/IIIa Antagonist	FB - Produktion von GpIIb/IIIa Antagonist	1.0	Released
Product Specification PGE 1	Product Specification Prostaglandin E1	3.0	Released
Product Specification RISTOrest	Product Specification RISTOrest	2.0	Released
Design Requirements TRAPtest	Lastenheft TRAPtest	1.0	Released
Design Specifications TRAPtest	Pflichtenheft TRAPtest	1.0	Released
Product Specification TRAPtest	Product Specification TRAPtest	3.0	Released
Production SOP TRAPtest	FB - Produktion TRAPtest	3.0	Released
Design Requirements PAR-4 Agonist	Lastenheft PAR-4 Agonist	1.0	Released
Design Specifications PAR-4 Agonist	Pflichtenheft PAR-4 Agonist	1.0	Released

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Description	Related Document	Version	Status
Production SOP PAR-4 Agonist	FB – Produktion PAR-4 Agonist	1.0	Released
Design Requirements ADP 0.6 mM	Lastenheft ADP 0.6 mM	1.0	Released
Design Specifications ADP 0.6 mM	Pflichtenheft ADP 0.6 mM	1.0	Released
Production SOP ADP 0.6 mM	FB – Produktion ADPrest 0.6 mM	1.0	Released
Design Requirements ADPrest HS mono	Lastenheft ADPrest HS mono	1.0	Released
Design Requirements Reagents Packaging	Lastenheft Reagenzienverpackung	1.0	Released
Design Specifications Reagents Packaging	Pflichtenheft Reagenzienverpackung	1.0	Released

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4) Trademarks

Trademark Att. Ref	Title	Classes	Country	Status	Filing Date	Appl. Number	Publ. Date	Publication Number	Reg. Date	Registration No.	Expiration Date
W10530	Multiplate	01,05,10	DE	granted	27.10.2003	303 54 589.5	25.02.2004	303 54 589.5	25.02.2004	303 54 589.5	31.10.2013
W12115	Multiplate	01,05,10	IR, M (GB; ES, FR, IT, US)	granted	04.01.2007	IR 921 635	04.01.2007	IR 921 635	04.01.2007	IR 921 635	04.01.2017

For the avoidance of doubt, any and all rights to any internet domains containing the element "Multiplate" owned by Seller are included (e.g. multiplate.net).

John Doe
JMD

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Schedule Software

PATENT ASSIGNMENT AGREEMENT

dated as of 3 January, 2012

by and between

Dynabyte – Informationssysteme GmbH, Reichenbachstr. 27, D-80469 Munich, Germany,

("Seller")

and

F. Hoffmann-La Roche AG, Grenzacherstraße 124, CH-4070 Basel, Switzerland,

("Purchaser IP").

1. PATENT TRANSFER AND ASSIGNMENT

- 1.1 Seller hereby confirms the transfer and assignment to Purchaser IP of the patents listed in Schedule 1.1 (the "Patents") to this Agreement. Purchaser IP shall be registered as the new owner in the register of the respective patent offices.
- 1.2 All other rights and registrations, or resulting registrations, in Germany and abroad in relation to the Patents, and the goodwill attaching to the Patents, in particular utility models, rights to the invention, and copyrights, if any, have also been transferred and assigned.

2. MISCELLANEOUS

- 2.1 Amendments and additions to this Agreement must be in writing. This also applies to an amendment of the requirement of written form.
- 2.2 Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby.

Place/date: Munich, 3 January 2012

Dynabyte – Informationssysteme GmbH

Name/position: Dr. Andreas Calatzis,
Geschäftsführer

Place/date: Munich, 3 January 2012



F. Hoffmann-La Roche AG

Name/position: Dr. Lukas Engelberger,
Based on power of attorney



F. Hoffmann-La Roche AG

Name/position: Manuel Münster,
Based on power of attorney

SCHEDULE 1.1: PATENTS

Patent Att. Ref	Title	Nature, Type	Country	Status	Filing Date	Appl. Number	Publ. Date	Publication Number	Grant Date	Grant Number	Expiration Date
P16506	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	International Patent Application	PCT	inactive	16.12.2003	PCT/EP03/14329	30.06.2005	WO 2005/059532			
P20795	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	Regional Phase PCT in Europe	EP (PCT)	granted	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P20795- CH	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in CH of EP/PCT	CH (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P20795- DE	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in DE of EP/PCT	DE (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	603 31 376.0-08	16.12.2023
P20795- ES	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in ES of EP/PCT	ES (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P20795- FR	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in FR of EP/PCT	FR (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P20795-	CARTRIDGE	National	GB	granted	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023

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Patent Att. Ref	Title	Nature, Type	Country	Status	Filing Date	Appl. Number	Publ. Date	Publication Number	Grant Date	Grant Number	Expiration Date
GB	DEVICE FOR BLOOD ANALYSIS	Phase in GB of EP/PCT	(EP/PCT)	& currently in force							
P20795- IT	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in IT of EP/PCI	IT (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P20795- NL	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase in NL of EP/PCT	NL (EP/PCT)	granted & currently in force	16.12.2003	03785839.6-1240	20.09.2006	1 702 207	17.02.2010	1 702 207	16.12.2023
P22600	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	Divisional Application 1 Application to EP 03785839.6	DIV 1/EP	pending	16.12.2003	10153677.9-1240	19.05.2010	2 187 201			16.12.2023
P22601	METHOD FOR ANALYSING BLOOD	Divisional Application 2 Application to EP 03785839.6	DIV2/EP	pending	16.12.2003	10153678.7-1240	05.05.2010	2 182 345			16.12.2023
P20796	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase of PCT in AU	AU (PCT)	granted & currently in force	16.12.2003	2003294867			24.06.2010	2003294867	16.12.2023
P20797	CARTRIDGE DEVICE FOR	National Phase of	CA (PCT)	pending	16.12.2003	2,547,544					16.12.2023

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Patent Att. Ref	Title	Nature, Type	Country	Status	Filing Date	Appl. Number	Publ. Date	Publication Number	Grant Date	Grant Number	Expiration Date
	BLOOD ANALYSIS	PCT in CA									
P20798- US	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	National Phase of PCT in US	US (PCT)	granted & currently in force	16.12.2003	10/583,062			08.03.2011	7,901,629	16.12.2023
P20798- US01	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	Divisional Application to US 10/582,062	DIV 1/US	pending	16.12.2003	13/029,553	09.06.2011	US-2011- 0133762-A1			16.12.2023
P20798- US02	CARTRIDGE DEVICE FOR BLOOD ANALYSIS	Divisional Application to US 10/582,062	DIV 2/US	pending	16.12.2003	13/029,575	09.06.2011	US-2011- 0136164-A1			16.12.2023

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TRADEMARK ASSIGNMENT AGREEMENT

dated as of 3 January, 2012

by and between

Dynabyte – Informationssysteme GmbH, Reichenbachstr. 27, D-80469 Munich, Germany,

(“Seller”)

and

F. Hoffmann-La Roche AG, Grenzacherstraße 124, CH-4070 Basel, Switzerland,

(„Purchaser IP“).

1. TRADEMARK TRANSFER AND ASSIGNMENT

1.1 Seller hereby confirms the transfer and assignment to Purchaser IP of the trademarks listed in Schedule 1.1 (the “Trademarks”) to this Agreement. Purchaser IP shall be registered as the new owner in the register of the respective trademark offices.

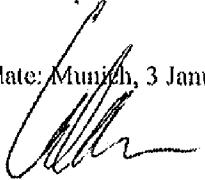
1.2 All other rights and registrations in Germany and abroad in relation to the Trademarks, and the goodwill attaching to the Trademarks, in particular copyrights, designs patents or rights acquired through usage, if any, are also being transferred and assigned.

2. MISCELLANEOUS

2.1 Amendments and additions to this Agreement must be in writing. This also applies to an amendment of the requirement of written form.

2.2 Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby.

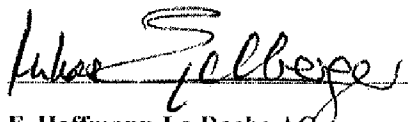
Place/date: Munich, 3 January 2012



Dynabyte – Informationssysteme GmbH

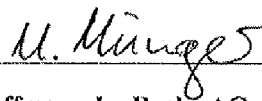
Name/position: Dr. Andreas Calatzis,
Geschäftsführer

Place/date: Munich, 3 January 2012



F. Hoffmann-La Roche AG

Name/position: Dr. Lukas Engelberger,
Based on power of attorney



F. Hoffmann-La Roche AG

Name/position: Manuel Münger,
Based on power of attorney

SCHEDULE 1.1: TRADEMARKS

Trademark Att. Ref	Title	Classes	Country	Owner	Status	Filing Date	Appl. Number	Publ. Date	Publication Number	Reg. Date	Registration No.	Expiration Date
W10530	Multiplate	01.05.10	DE	DY	granted	27.10.2003	303 54 589.5	25.02.2004	303 54 589.5	25.02.2004	303 54 589.5	31.10.2013
W12115	Multiplate	01.05.10	IR_M (GB; ES, FR, IT, US)	DY	granted	04.01.2007	IR 921 635	04.01.2007	IR 921 635	04.01.2007	IR 921 635	04.01.2017

For the avoidance of doubt, any and all rights to any internet domains containing the element "Multiplate" owned by Seller are included (e.g. multiplate.net).

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