



02/23/00

03-24-2000

U.S. Department of Commerce
Patent and Trademark Office

02-23-2000

**RECORDATION
TRADE**



101295427

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #57

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):

Gull Laboratories, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State - Utah
- Other _____

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):

Name: Meridian Diagnostics, Inc.

Internal Address: _____

Street Address: 3471 River Hills Drive

City: Cincinnati State: Ohio Zip: 45244

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? yes no

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 18, 2000

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,300,053	2,121,100
1,300,054	2,157,288
2,037,030	2,160,790

Additional numbers attached? yes no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patricia B. Hogan

Internal Address: Keating, Muething & Klekamp, P.L.L.

Street Address: 1400 Provident Tower, One E. 4th Street

City: Cincinnati State: Ohio Zip: 45202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patricia B. Hogan

02/21/00

Name of Person Signing

Signature

Date

03/23/2000 DNGUYEN 00000118 1300053

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: _____

01 FC:441
02 FC:482

40.00 DP
125.00 DP

743151.1

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 18 day of ~~February~~ 2000 ("Effective Date") from Gull Laboratories, Inc., a Utah corporation located at 3471 River Hills Drive, Cincinnati, Ohio 45244 ("Assignor") to Meridian Diagnostics, an Ohio corporation located at 3471 River Hills Drive, Cincinnati, Ohio 45244 ("Assignee").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. All of its trademarks, trade dress, trade names, service marks, service names and brand names, including without limitation (i) the United States trademarks listed on Schedule A annexed hereto; (ii) the trademarks in which Assignor owns common law rights, (iii) the foreign trademarks listed on Schedule B annexed hereto and (iv) the trade name; all of the above together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");

3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.


Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further

action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 18 day of February 2000.

By: 
Name: John A. Kraeutler
Title: President

State of Ohio)
County of Hamilton) : SS

On this 18 day of February, 2000, before me appeared John A. Kraeutler, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).


Signature of Notary Public

BEVERLY REEVES RUFENER
Notary Public, State of Ohio
My Commission Expires Mar. 24, 2001

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>
GULL	1,300,053
Design	1,300,054
GULL	2,037,030
XTRAX	2,121,100
GENESTAR	2,157,288
GENESTAR	2,160,790

SCHEDULE B

<u>Mark</u>		<u>Registration No.</u>
XTRAX	EU	448845
GENESTAR	EU	361774
GENESTAR	EU	298794
GENESTAR	Japan	129310