

7-17-01

07-20-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101783902

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Organon Teknika Corporation

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: BioMerieux, Inc.  
Internal Address: Attn: Laura Villa, Counsel  
Street Address: 595 Anglum Drive  
City: Hazelwood State: Missouri Zip: 63042

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Missouri  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations 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: June 29, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76-254258

UWO 7-17-01  
B. Trademark Registration No.(s)  
2,017,525

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Deborah H. Miller  
Fried Frank Harris Shriver, et al.  
Internal Address: Suite 800

Street Address: 1001 Pennsylvania Ave, NW

City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved: ..... 29

7. Total fee (37 CFR 3.41)..... \$1,160.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
060920

(Attach 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.*

Deborah H. Miller      [Signature]      July 16, 2001  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 9  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

07/19/2001 JJALLAH2 00000018 060920 76254258  
01 FC:481      40.00 CH  
02 FC:482      700.00 CH

**TRADEMARK**  
**REEL: 002332 FRAME: 0756**

**ATTACHMENT A TO ASSIGNMENT OF APPLICATIONS/TRADEMARKS**

<b>COUNTRY</b>	<b>APPLICATION NO.</b>	<b>FILING DATE/ ISSUE DATE</b>	<b>TITLE</b>
U.S.	76/254258	May 8, 2001	APCR QUIK TEST
U.S.	2,017,525	November 19, 1996	BACT/ALERT
U.S.	1,663,146	November 5, 1991	BACTALERT
U.S.	2,009,412	October 22, 1996	BACT/LINK
U.S.	2,060,290	May 13, 1997	BACT/VIEW
U.S.	1,993,764	August 13, 1996	CAPTURE-TEK
U.S.	1,011,392	May 27, 1975	COAG-A-MATE
U.S.	76/001856	March 16, 2000	COAGAUTOLINK
U.S.	1,975,176	May 21, 1996	EHEC-TEK
U.S.	1,091,601	May 23, 1978	ENZABODY
U.S.	1,091,602	May 23, 1978	ENZABODY
U.S.	2,037,265	February 11, 1997	FAN
U.S.	76/225373	March 14, 2001	FIBRIQUIK
U.S.	2,041,741	March 4, 1997	MB/BACT
U.S.	2,075,692	July 1, 1997	MB/BACT
U.S.	2,052,724	April 15, 1997	MDA
U.S.	834,214	August 29, 1967	MONOSTICON
U.S.	1,495,605	July 12, 1988	NEO-PLANOTEST
U.S.	1,982,106	June 25, 1996	PEDI-BACT
U.S.	1,600,294	June 12, 1990	PLATELIN
U.S.	75/942651	March 13, 2000	RAID-PRO
U.S.	546,336	August 7, 1951	SIMPLASTIN
U.S.	1,083,887	May 25, 1977	SIMPLATE
U.S.	1,092,734	June 6, 1978	SIMPLATE-II
U.S.	2,373,514	August 1, 2000	SPIROTEK
U.S.	997,563	November 5, 1974	SURE-SEP
U.S.	2,012,443	October 29, 1996	VERICAL
U.S.	853,017	July 23, 1968	VERIFY
U.S.	2,325,423	March 7, 2000	VIPERQUIK

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# INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into this 29<sup>th</sup> day of June 2001, by Organon Teknika Corporation, a Delaware corporation ("Seller"), in favor of bioMérieux, Inc., a Missouri corporation ("Purchaser").

WHEREAS, Seller and Purchaser are parties to a Sale and Purchase Agreement (the "Asset Purchase Agreement") dated April 20, 2001, pursuant to which Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase from Seller certain assets relating to the clinical and industrial diagnostics business of Seller, all as more particularly set forth in the Asset Purchase Agreement.

WHEREAS, Seller is the owner of the entire right, title and interest in and to the Intellectual Property Rights (as defined in the Asset Purchase Agreement), or is licensed by third parties to use the Intellectual Property Rights; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Seller shall transfer all its right, title and interest in the Intellectual Property Rights to Purchaser;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. The Seller hereby assigns, transfers and conveys unto Purchaser all its right, title and interest in, to and under the Intellectual Property Rights, including, without limitation, the Trademarks listed in Schedule A hereto, along with all the goodwill associated with said Trademarks, together with all Seller's rights to sue for past, present and future damages associated with infringements or misappropriations thereof (to the extent not previously exercised by the Seller) and to fully and entirely stand in the place of Seller in all matters related thereto.

2. The Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official of this country or any country or countries foreign to the United States, whose duty it is to register trademarks or copyrights, to record Purchaser as the assignee and owner of those Intellectual Property Rights currently owned by the Seller, which are assigned, transferred and conveyed to Purchaser hereunder.

3. Concurrently with the execution of this Intellectual Property Assignment, the Seller shall deliver the original papers, applications, and other official documents relating to all trademarks and other Intellectual Property Rights assigned under Section 1 above.

4. The Seller hereby represents and warrants that it either (i) is the owner of, with all right, title and interest in and to the Intellectual Property Rights free and clear of all Liens (subject to licenses to third parties, it being understood that all Material

Licenses are disclosed in the Asset Purchase Agreement) or (ii) has rights to use the Intellectual Property Rights pursuant to license, sublicense or other Contract.

5. From time to time after the date hereof, Seller will execute and deliver, or cause its affiliates to execute and deliver, to Purchaser such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, and other instruments as may be reasonably requested by Purchaser or its counsel in order to vest in Purchaser all right, title and interest of Seller in and to the Intellectual Property Rights and otherwise in order to carry out the purpose and intent of this Intellectual Property Assignment.

6. Seller has not executed and will not execute any agreement or other instrument in conflict herewith.

7. Seller hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof except to the extent permitted by the Asset Purchase Agreement.

8. The scope, nature and extent of the sale, assignment, conveyance and transfer of the Intellectual Property Rights are expressly set forth in the Asset Purchase Agreement. Nothing contained herein shall itself change, amend, extend, or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. This Intellectual Property Assignment does not supersede, extinguish or otherwise alleviate Seller's liabilities or obligations under the terms, provisions, and conditions of the Asset Purchase Agreement, including Seller's representations and warrants contained therein. In the event of any conflict or other difference between the Asset Purchase Agreement and this instrument, the provisions of the Asset Purchase Agreement shall control.

9. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

In testimony whereof, the Seller has signed below, by its duly authorized legal representative, effective this 29th day of June, 2001.

ORGANON TEKNIKA CORPORATION

BY: Gary S. Mills  
Name: GARY S. MILLS  
Title: ATTORNEY IN FACT

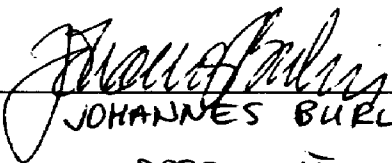
*A. J. Long*  
*Attorney in Fact*

*[Handwritten mark]*

**ACKNOWLEDGEMENT**

On behalf of Purchaser, I hereby acknowledge, for good and valuable consideration, the receipt of the assignment, effective June \_\_\_\_, 2001, of the Intellectual Property Rights.

BIOMÉRIEUX, INC.

BY:   
Name: JOHANNES BURLIN  
Title: VICE PRESIDENT  
BUSINESS DEVELOPMENT, BMPF

# Schedule A

## OTC TRADEMARKS

TRADEMARK	TYPE	US REG. NO.
APCR QUIK TEST	Word	pending
BACT/ALERT	Word	2.017.525
BACTALERT	Word-Design	1.663.146
BACT/LINK	Word	2.009.412
BACT/VIEW	Word	2.060.290
CAPTURE-TEK	Word	1.993.764
COAG-A-MATE	Word	1.011.392
COAGAUTOLINK	Word	pending
EHEC-TEK	Word	1.975.176
ENZABODY	Word	1.091.601
ENZABODY	Word-Design	1.091.602
FAN	Word	2.037.265
FIBRIQUIK	Word	pending
MB/BACT	Word	2.041.741
MB/BACT	Word	2.075.692
MDA	Word	2.052.724
MONOSTICON	Word	834,214
NEO-PLANOTEST	Word	1.495.605
PEDI-BACT	Word	1.982.106
PLATELIN	Word	1.600.294
RAID-PRO	Word	pending
SIMPLASTIN	Word	546,336
SIMPLATE	Word	1.083.887
SIMPLATE II	Word	1.092.734
SPIROTEK	Word	2.373.514
SURE-SEP	Word	997,563
VERICAL	Word	2.012.443
VERIFY	Word	853,017
VIPERQUIK	Word	2.325.423

06-20-01

RECORDED: 07/17/2001

TRADEMARK  
REEL: 002332 FRAME: 0762

*[Handwritten signature]*