

08-28-2001

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



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

Tab settings  $\Rightarrow \Rightarrow \Rightarrow$   $\nabla$

101824343  $\nabla$   $\nabla$   $\nabla$

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

1. Name of conveying party(ies):

Sienna Biotech Inc.

08/21/01

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

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

3. Nature of conveyance:

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

Execution Date: November 6, 2000

2. Name and address of receiving party(ies)

Name: Dia Sorin S.r.l.

Internal Address: Via Crescentino  
13040 Saluggia (VC)

Street Address: ITALY

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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

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

A. Trademark Application No.(s)

75/297,945

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: Lerner, David, Littenberg, Krumholz & Mentlik

Internal Address: \_\_\_\_\_

Street Address: 600 South Avenue West

City: Westfield State: NJ Zip: 07090

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-1095

(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.

SHAWN P. FOLEY

Name of Person Signing

Shawn P. Foley  
Signature

August 17, 2001

Date

10

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

08/27/2001 GTOW11 00000245 121095 75297945  
01 FC:481 40.00 CH

ASSIGNMENT OF PATENTS, COPYRIGHTS  
AND KNOW-HOW USED IN THE BUSINESS

THIS AGREEMENT is made this 6<sup>th</sup> day of November, 2000 by and among Atlantic Antibodies, Inc. ("Atlantic"), DiaSorin Inc. ("DiaSorin"), DiaSorin International Inc. ("DII"), Sienna Biotech Inc. ("Sienna"), (referred to collectively herein as "Assignors") and each having a place of business at 1990 Industrial Boulevard, Stillwater, MN 55085 and DiaSorin srl ("Assignee") having a place of business at Via Crescentino, 13040 Saluggia (VC), Italy.

WHEREAS,

By an Agreement dated August 2, 2000 as amended as of the date hereof (the "Purchase Agreement") each of the Assignors agreed to sell and Assignee agreed to purchase for the consideration set forth in the Purchase Agreement the intellectual property rights, including, without limitation, patents and patent applications ("Patents and Patent Applications") used in the Business as the term is defined in Section 1.1 of the Purchase Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Patents and Patent Applications

1.1 The Patents and Patent Applications of DiaSorin being assigned are listed in Schedule 1.1 to this Agreement.

1.2 The Patents and Patent Applications of DII being assigned are listed in Schedule 1.2 to this Agreement.

1.3 The Patents and Patent Applications of Sienna being assigned are listed in Schedule 1.3 to this Agreement.

1.4 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the Patents and Patent Applications, including, but not limited to, the Patents and Patent Applications set forth on Schedules 1.1-1.3 hereof, throughout the world and the inventions and designs covered thereby, including the right to claim priority and the right to any continuation, division, or substitute application thereof and the right to any reissue, restoration, extension or reexamination of any patent thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made; together with all claims by Assignors for damages by reason of past infringement of the Patents with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

1.5 Assignors agree that when requested by Assignee each Assignor will execute all documents necessary or desirable to properly vest full right, title and interest in and to all Patents and Patent Applications throughout the world in the name of Assignee or which, in the sole judgment of Assignee, may be necessary to, at Assignee's expense, obtain, maintain, issue or enforce said Patents and Patent Applications.

## 2. Copyrights

2.1 Assignors hereby assign to Assignee all right, title, and interest in all copyrightable material, owned or controlled by each Assignor, used primarily in the Business.

2.2 Assignors agree to execute all papers and perform all other acts necessary to assist Assignee to obtain and register or otherwise perfect rights to copyrights on such materials in any and all countries.

3.0 Know-How Rights

3.1 Assignors hereby assign to Assignee all right, title and interest in all know-how owned or controlled by each Assignor used in the Business. Assignors shall be deemed to have disclosed to Assignee all such know-how by transferring to Assignee or its Affiliates all existing documents (written or in electronic form) embodying or disclosing the know-how or via personnel of Assignors hired or otherwise engaged by Assignee or one of its Affiliates.

4.0 Other Matters

4.1 The execution, delivery and performance of this Agreement shall not in any manner whatsoever reduce, alter, amend or otherwise modify any of the provisions of the Purchase Agreement, including, without limitation, the representations and warranties contained therein.

4.2 Anything to the contrary in this Agreement notwithstanding, the rights and remedies and obligations of the parties for any breach of this Agreement shall in all respects be subject to and in accordance with the Purchase Agreement, including, without limitation, any provision relating to indemnification, breach of a warranty or any misrepresentation or breach of covenant.

4.2 Anything to the contrary in this Agreement notwithstanding, Assignee and Assignors shall each bear one-half of all transfer, recording and other similar taxes, fees and other similar charges arising from the rights transferred pursuant to this Agreement.

4.3 Assignee agrees that it is not relying upon any representations, warranties or statements of Assignors other than those contained in this Agreement or the Purchase Agreement.

4.4 This Agreement shall be governed by, and construed in accordance with the substantive laws of New Jersey without giving effect to conflicts of laws. Any dispute arising in connection with this Agreement which is not settled between the parties shall be settled by arbitration in accordance the dispute resolution provisions set forth in Section 10.19 of the Purchase Agreement.

4.5 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

4.6 Should the Purchase Agreement be terminated for any reason, this Agreement shall also be terminated and shall no longer have any effect.

[The remainder of this page has been intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents, Copyrights and Know-How Used in the Business as of the date first written above.

DiaSorin srl

By: \_\_\_\_\_  
Name: Antonio Boniolo  
Title:

Sienna Biotech Inc.

DiaSorin International Inc.

By: Frederick C. Paine  
Name: Frederick C. Paine  
Title: Vice President

By: Frederick C. Paine  
Name: Frederick C. Paine  
Title: Vice President

DiaSorin Inc.

Atlantic Antibodies, Inc.

By: Frederick C. Paine  
Name: Frederick C. Paine  
Title: Vice President

By: Frederick C. Paine  
Name: Frederick C. Paine  
Title: Vice President

State of New Jersey )  
County of Essex ) ss.:

On this 6<sup>th</sup> day of Nov, 2000, before me personally appeared Frederick C. Paine, to me known, and for purposes hereof an authorized representative of Atlantic Antibodies, Inc., DiaSorin Inc., DiaSorin International Inc., and Sienna Biotech Inc., the Assignors above named, and who being by me duly sworn acknowledged that he executed the foregoing Assignment of Patents, Copyrights and Know-How Used in the Business Agreement on behalf of said Assignors, individually and collectively, and pursuant to authority duly received.

[Notarial Seal]

Susan L Furman  
Notary Public

SUSAN L FURMAN  
Notary Public, State of New Jersey  
No. 25307  
Qualified in Union County  
Commission Expires March 25, 2004

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Patents, Copyrights and Know-How Used in the Business as of the date first written above.

DiaSorin srl

X By: [Signature]  
Name: Antonio Boniolo  
Title: Chief Executive Officer

Sienna Biotech Inc.

DiaSorin International Inc.

By: \_\_\_\_\_  
Name: Frederick C. Paine  
Title: Vice President

By: \_\_\_\_\_  
Name: Frederick C. Paine  
Title: Vice President

DiaSorin Inc.

Atlantic Antibodies, Inc.

By: \_\_\_\_\_  
Name: Frederick C. Paine  
Title: Vice President

By: \_\_\_\_\_  
Name: Frederick C. Paine  
Title: Vice President

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, 2000, before me personally appeared Frederick C. Paine, to me known, and for purposes hereof an authorized representative of Atlantic Antibodies, Inc., DiaSorin Inc., DiaSorin International Inc., and Sienna Biotech Inc., the Assignors above named, and who being by me duly sworn acknowledged that he executed the foregoing Assignment of Patents, Copyrights and Know-How Used in the Business Agreement on behalf of said Assignors, individually and collectively, and pursuant to authority duly received.

[Notarial Seal] \_\_\_\_\_  
Notary Public

## Schedule 1.3

## Patents and Applications Owned by Sienna Biotech Inc.

UNITED STATES PATENTS-OWNED

TITLE	PATENT NO.	FILING DATE	GRANT DATE	EXPIRATION DATE
LIGHT SCATTER-BASED IMMUNOASSAY WITHOUT PARTICLE SELF AGGREGATION	5,589,401		31 Dec. 1996	31 Dec. 2016
SIMULTANEOUS MULTIPLE ASSAY Divisional	5,286,452 5,369,037	20 May 1991	15 Feb. 1994 29 Nov. 1994	20 May 2011 29 Nov. 2011
ASSAYS USING REFERENCE MICROPARTICLES	5,858,648	4 Nov. 1996	12. Jan. 1999	4 Nov. 2016
PRE-ANALYSIS CHAMER FOR A FLOWPARTICLE ANALYZER	5,808,737	25 Feb. 1997	15 Dec. 1998	25 Feb. 2017

UNITED STATES PATENT APPLICATIONS

TITLE	SERIAL NO.	FILING DATE	STATUS
LIGHT SCATTER-BASED IMMUNOASSAY WITHOUT PARTICLE SELF AGGREGATION	473,187		

NON U.S. PATENTS/APPLICATIONS

TITLE	COUNTRY	PATENT/ SERIAL NO.	FILING DATE	GRANT DATE	EXP. DATE
LIGHT SCATTER-BASED IMMUNOASSAY WITHOUT PARTICLE SELF AGGREGATION	Argentina	AR252735	22 Dec. 1993	19 Nov. 1998	19 Nov. 2013
	Australia	670,489	22 Dec. 1993	22 Dec. 1993	22 Dec. 2013
	Canada	2,151,060	22 Dec. 1993	N/A	N/A
	China	93119931.X	21 Dec. 1993	N/A	N/A
	EP	94904875.5	22 Dec. 1993	N/A	N/A
	Japan	6-515382	22 Dec. 1993	N/A	N/A
	S. Korea	171452	22 Dec. 1993	20 Oct. 1998	22 Dec. 2013
	Mexico	189287	3 Jan. 1994	7 Jul. 1998	3 Jan. 2014
	Singapore	40011	22 Dec. 1993	16 Nov. 1998	22 Dec. 2012
	Taiwan	NI 69596	15 Jun. 1993	11 May 1995	15 Jun. 2013
	Thailand	9241	31 May 1993	23 Nov. 1999	30 May 2013



NON-US PATENTS/APPLICATIONS (con't)

TITLE	COUNTRY	PATENT/ SERIAL NO.	FILING DATE	GRANT DATE	EXP. DATE
SIMULTANEOUS MULTIPLE ASSAY	Australia	656399	19 May 1992	18 May 1995	19 May 2012
	Austria	058369	19May 1992	29 Jul. 1998	19 May 2012
	Belgium	058369	19May 1992	29 Jul. 1998	19 May 2012
	Canada	22103455	19 May 1992	N/A	N/A
	Denmark	058369	19May 1992	29 Jul. 1998	19 May 2012
	Finland	935128	19 May 1992	N/A	N/A
	France	058369	19May 1992	29 Jul. 1998	19 May 2012
	Great Britain	058369	19May 1992	29 Jul. 1998	19 May 2012
	Germany	058369	19May 1992	29 Jul. 1998	19 May 2012
	Greece	058369	19May 1992	29 Jul. 1998	19 May 2012
	Ireland	921598	1 Jul. 1992	N/A	N/A
	Italy	058369	19May 1992	29 Jul. 1998	19 May 2012
	Japan	500246/93	19 May 1992	N/A	N/A
	Korea	93-703520	19 May 1992	N/A	N/A
	Luxembourg	058369	19May 1992	29 Jul. 1998	19 May 2012
	Monaco	058369	19May 1992	29 Jul. 1998	19 May 2012
	Netherlands	058369	19May 1992	29 Jul. 1998	19 May 2012
	Norway	P934205	19 May 1992	N/A	N/A
	Russia	2111488	19 May 1992	19 May 1992	19 May 2012
	Spain	058369	19May 1992	29 Jul. 1998	19 May 2012
	Sweden	058369	19May 1992	29 Jul. 1998	19 May 2012
	Switzerland	058369	19May 1992	29 Jul. 1998	19 May 2012
	Taiwan	NI-60134	19 May 1992	23 Apr. 1993	10 Jan. 2008
ASSAYS USING REFERENCE MICROPARTICLE S	Australia	51656/98	3 Nov. 1997	N/A	N/A
	Canada	2240293	3 Nov. 1997	N/A	N/A
	China	CN9791568.7	3 Nov. 1997	N/A	N/A
	EP	97 946500.2	3 Nov. 1997	N/A	N/A
	Japan	521688/98	3 Nov. 1997	N/A	N/A
	PCT	PCT/US97/20045		N/A	N/A
	PRE-ANALYSIS CHAMER FOR A FLOWPARTICLE ANALYZER	Australia	20605/97	27 Feb. 1997	N/A
Canada	2,244,207	27 Feb. 1997	N/A	N/A	
China	9792511.9	27 Feb. 1997	N/A	N/A	
EP	97908783.0	27 Feb. 1997	N/A	N/A	
Japan	531157/1997	27 Feb. 1997	N/A	N/A	
PCT	PCT/US97/03174	27 Feb. 1997	N/A	N/A	

Schedule 1.4

Trademark Registrations and Applications Owned by Sienna Biotech Inc.

<b>Mark:</b>	COPALIS
U.S. Registration No.	2,099,681
Goods and Services:	Diagnostic chemicals and reagents for use in connection with blood testing.
Owner:	Sienna Biotech, Inc.

<b>Mark:</b>	COPALIS
U.S. Registration No.	2,112,651
Goods and Services:	Flow particle analyzers and instruction manuals sold as a unit
Owner:	Sienna Biotech, Inc.
Countries where filed/registered:	Australia-Registration No. 681,096, issued 18 March 1997 Canada- Registration No. TMA 497,151, issued 7 July 1998 European Community-Application No. 887,224, filed 21 July 1998 Japan-Application No. 7-130859, filed 19 December 1995 S. Korea-Registration No. 364491, issued 10 June 1997

<b>Mark:</b>	PATIENT CENTERED DIAGNOSTICS
U.S. Registration No.	2,241,937
Goods and Services:	Diagnostic chemicals and reagents for use in medical assays
Owner:	Sienna Biotech, Inc.
Countries where filed/registered:	None

<b>Mark:</b>	MULTIPLEX
U.S. Application No.	297,945 – prosecution abandoned
Goods and Services:	Diagnostic chemicals and reagents for use in medical assays
Owner:	Sienna Biotech, Inc.
Countries where filed/registered:	None