

01-31-2002

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

080928/132938

To the Honorable Commissioner of Patents and Trademarks

101966468

attached original documents or copy thereof.

1. Name of conveying party(ies):

INVERNESS MEDICAL INC.

1-7-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-Delaware
☐ 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 21, 2001

2. Name and address of receiving party(ies)

Name: Can-Am Care Corporation.

Internal

Address:

Street Address: 51 Sawyer Road

City: Waltham State: MA Zip: 02453

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-New York
☐ Other

If assigned 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

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

A. Trademark Application No.(s)

See SCHEDULE A of Assignment

B. Trademark Application No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Marie M. Nuguid, Senior Legal Assistant

Internal Address:

01/30/2002 T01A21 00000020 76015786

01-FC-431 40.00 DE
02-FC-431 150.00 DEStreet Address: Goodwin Procter LLP
Exchange Place, 53 State Street

City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$190.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 07-1700

(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.

Marie M. Nuguid, Senior Legal Asst

Name of Person signing

Marie M. Nuguid

Signature

January 7, 2002

Date

Total number of pages include cover sheet, attachments, and document: 4 pages

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

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

UNITED STATES TRADEMARKS – REGISTERED OR APPLICATION PENDING

<i>Mark</i>	<i>Registered/ Pending</i>	<i>Registration No./ Application No.</i>	<i>Issue Date/Filing Date</i>
Independent Diabetes	Pending	76/015,786	April 3, 2000
Mobile Diabetes	Pending	76/025,818	April 4, 2000
Mobile Diabetes	Pending	76/025,817	April 14, 2000
Mobile Diabetes	Pending	76/025,816	April 14, 2000
Independent Diabetes	Pending	76/015,788	April 3, 2000
Independent Diabetes	Pending	76/015,787	April 3, 2000
Excel	Registered	2,364,808	July 4, 2000

Assignment of Trademarks: IMI to Can-Am (US)

TRADEMARK
REEL: 002434 FRAME: 0002

ASSIGNMENT OF TRADEMARKS

Dated: As of November 21, 2001

WHEREAS, Inverness Medical Inc., a Delaware corporation ("Assignor"), and Can-Am Care Corporation, a New York corporation ("Assignee"), are parties to a Restructuring Agreement dated November 21, 2001 (the "Agreement"), the terms and conditions of which are incorporated herein; and

WHEREAS, Assignor has adopted, used and is using the trademarks identified on Schedule A attached hereto (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring said Marks from Assignor pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor does hereby sell, assign, transfer and set over to Assignee all right, title, and interest in and to the Marks, together with the goodwill symbolized thereby and appurtenant thereto.

2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past infringement of the Marks, as well as the right to sue for and collect the same for its own use and enjoyment.

3. Assignor further authorizes the Director of the United States Patent & Trademark Office and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

[Signature Page Follows Next]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

Inverness Medical Inc.
Assignor

By: Ron Zwanziger

Name: Ron Zwanziger

Title: President and Chief Executive Officer

STATE OF Massachusetts)
) SS.
COUNTY OF Middlesex)

On this 21 day of November, 2001, before me personally appeared Ron Zwanziger, to me personally known, who, being by me duly sworn, did say that (s)he is the President and CEO of Inverness Medical, Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Ron Zwanziger acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Paul T. Hempel
Notary Public PAUL T. HEMPEL
My Commission Expires: 10/02/03

Assignment of Trademarks: IMI to Can-Am (US)

RECORDED: 01/07/2002

TRADEMARK
REEL: 002434 FRAME: 0004