

9/9/03

09-11-2003

Form PTO-1194
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌



102546694

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

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

1. Name of conveying party(ies):

Quidel Corporation

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

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

2. Name and address of receiving party(ies)

Name: Conception Technologies, LP

Internal

Address: _____

Street Address: 6835 Flanders Dr. Ste 500

City: San Diego State: CA Zip: 92121

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 7/28/2003

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

A. Trademark Application No. (s) _____

B. Trademark Registration No. (s) 1,814,332

and 1,509,887

Additional number(s) attached Yes No

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

Name: Leslie A. White

Internal Address: _____

Street Address: 6835 Flanders Dr. Ste 500

City: San Diego State: CA Zip: 92121

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

MICHAEL A. TRONCIE
Name of Person Signing

[Signature]
Signature

8/27/03
Date

Total number of pages including cover sheet, attachments, and document: 3

09/16/2003 ECRPER 00000192 1814332

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

01 FC:0521
02 FC:0522

49.00 DP
25.00 DP

TRADEMARK
REEL: 002821 FRAME: 0270

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into effective as of July 28, 2003 (the "Effective Date"), by and between Quidel Corporation, a Delaware corporation ("Assignor"), and Conception Technologies, L.P., a California limited partnership ("Assignee").

1.0 Background.

1.1 Subject to the terms and conditions of this Agreement and the Purchase and Sale Agreement, Assignor wishes to assign the Trademarks (as that term is defined below) to Assignee.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in, to and under the United States trademark registrations set forth in Exhibit A attached hereto, and all goodwill associated therewith (the "Trademarks"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.2 This Assignment shall be void and without effect if not recorded with the United States Patent and Trademark Office within three (3) months of the Effective Date.

2.3 Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

3.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representative of the Assignor, has executed this Assignment below effective as of the Effective Date.

ASSIGNOR

QUIDEL CORPORATION

By:


Mark Paiz, Vice President

Date: July 28, 2003

Exhibit A
Trademarks

<u>Mark</u>	<u>Registration Number</u>
CONCEIVE	1,814,332
OVUQUICK	1,509,887

30317514_11.DOC