

FORM 1594

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Flow, Inc.

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

Citizenship (see guidelines) U.S.
Additional name(s) of conveying party(ies) attached? Yes No

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

Additional name(s), addresses(es) or citizenship attached? Yes No

NAME: **DiaMed AG**

ADDRESS: **1785 Cressier sur Morat
Morten
Switzerland, 3280**

3. Name of Conveyance:

Execution Date(s) January 20, 2006

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

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other A Swiss Corporation Citizenship _____

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark:

A. Trademark Application No.(s)

78/665,850

B. Trademark Registration No.(s)

2,243,128

Additional numbers attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

OPTIMAL

Opti Mal Assay A Rapid Malaria Test

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

Name: Robert B. Murray
C. Nichole Gifford

Internal Address: Rothwell, Figg, Ernst & Manbeck
Suite 800

Street Address: 1425 K St., N.W.
City: Washington,
State: D.C. Zip: 20005

Telephone No.: 202/783-6040
Facsimile No.: 202/783-6031

Email Address: PTO-TM-Email@rothwellfigg.com

Docket No.: 2949-125
2949-126

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

B. Payment Information:
Deposit account number: 02-2135
Authorized User Name: Robert B. Murray

DO NOT USE THIS SPACE

9. Signature: 

Signature

February 23, 2006

Date

C. Nichole Gifford

Name of Person Signing

Total number of pages including cover sheet, attachments and documents: 9

TRADEMARK

700246045

REEL: 003264 FRAME: 0306

CH \$65.00 022135 78665850

EXHIBIT 2**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Agreement") is entered into and effective this 20th day of January 2006, between Flow, Inc., an Oregon corporation ("Flow"), and DiaMed, AG, a corporation organized and existing under the laws of Switzerland ("DiaMed").

RECTALS

A. Flow wishes to assign to DiaMed all of its trademark interests arising under: (i) the U.S. registered trademark *OptiMal Assay A Rapid Malaria Test*, Registration No. 2243128; and (ii) the U.S. trademark application for *OptiMal*, Serial No. 78665850 (the "Trademarks"), as reflected in the U.S. Patent and Trademark Office *Assignments* to be completed after this Agreement is executed. Such assignments to DiaMed shall include all rights arising thereunder to use the above OptiMal trademarks worldwide, but shall in no event include any other property or rights of Flow.

B. This Agreement is intended specifically to document, for filing purposes with the U.S. Patent and Trademark Office, the assignment of the Trademarks and their associated goodwill as agreed to in a Settlement and Mutual Release agreement of even date.

TERMS

In consideration of the terms, representations, warranties, covenants and conditions below, and the execution of a *Settlement and Mutual Release* agreement of even date, the parties agree as follows:

1. Assignment of Rights. Flow hereby conveys and assigns to DiaMed all of its right, title and interest in the Trademarks. This assignment shall include all common law and statutory rights and goodwill associated with the Trademarks, and all rights to pursue trademark protection in foreign jurisdictions. Flow covenants to execute all assignment forms from the U.S. Patent and Trademark Office as requested by DiaMed.
2. Successor Interests. This Agreement is binding upon and shall inure to the benefit of the successors, assigns and bankruptcy estates of each of the parties.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without reference to its conflicts of laws provisions.
4. Jurisdiction, Venue. The parties agree that any suit, action or arbitration proceeding arising out of or relating to this Agreement shall be brought in the District of Columbia, and the


parties expressly consent to the personal jurisdiction over them of any state or federal court in the District of Columbia.

5. Amendments. This Agreement may be amended or modified only by a written instrument executed by the parties which expressly states the intent of the parties to modify or amend this Agreement.

6. Entire Agreement. This Agreement, and the *Settlement and Mutual Release* agreement of even date, constitute the entire agreement between the parties pertaining to the subject matter of this Agreement, and supersede all prior discussions, negotiations, understandings, representations, and agreements, whether oral or written. All terms of this Agreement are contractual and not mere recitals.

IN WITNESS, the parties have executed this Agreement on the dates set forth by their signatures.

FLOW, INC.

By: 
Michael Makler, M.D., President

Date: 1/17/06

DIAMED, AG

By: _____
Jean Adam, President

Date: _____

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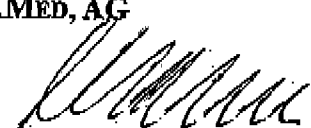
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FLOW, INC.

By: _____
Michael Makler, M.D., President

Date: _____

DIAMED, AG

By:  _____
Jean Adam, President

Date: 22.01.2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of)
)
 DiaMed AG)
)
 Registration No. 2,243,128)
)
 Dated: May 4, 1999)
)
 Mark: OptiMAL Assay A Rapid Malaria Test)

APPOINTMENT OF DOMESTIC REPRESENTATIVE


The firm of ROTHWELL, FIGG, ERNST & MANBECK, P.C., of 1425 K Street, N.W., Washington, D.C. 20005, is hereby designated Registrant's representative upon whom notices or process in proceedings affecting the mark may be served. Registrant revokes all prior appointments of domestic representative.

POWER OF ATTORNEY

Registrant hereby appoints G. Franklin Rothwell, E. Anthony Figg, Barbara G. Ernst, Harry F. Manbeck, Jr., George R. Repper, Joseph A. Hynds, Elizabeth A. Leff, Richard Wydeven, Martin M. Zoltick, Minaksi Bhatt, Sharon L. Davis, Robert B. Murray, Carla C. Calcagno, Jeffrey L. Ihnen, Glenn E. Karta, John A. McCahill, Barbara Webb Walker, Martha Cassidy, Anne M. Sterba, Lisa N. Phillips, Leigh Z. Callander, C. Nichole Gifford, Monica S. Davis, Patrick T. Skacel, Brian S. Rosenbloom, Monica C. Kitts, Brian A. Tollefson, Joo Mee Kim, Steven M. Giovannetti, Hyunkweon Ryu and R. Elizabeth Brenner, all members of the Bar, of Rothwell, Figg, Ernst & Manbeck, Suite 800, 1425 K Street, N.W., Washington, D. C. 20005, a

professional corporation, as attorneys to transact all business in the Patent and Trademark Office in connection with this application and revokes all previous powers of attorney.

DIAMED AG

By: 
C. Nichole Gifford
Attorney for Registrant

Signed at Washington, D.C., this 23rd day of February, 2006.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)
)
 DiaMed AG)
)
 Serial No. 78/665,850)
)
 Filed: July 7, 2005)
)
 Mark: OPTIMAL)

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The firm of ROTHWELL, FIGG, ERNST & MANBECK, P.C., of 1425 K Street, N.W., Washington, D.C. 20005, is hereby designated Applicant's representative upon whom notices or process in proceedings affecting the mark may be served. Applicant revokes all prior appointments of domestic representative.

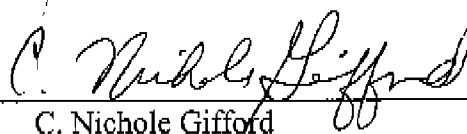
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DIAMED AG

By:



C. Nichole Gifford
Attorney for Applicant

Signed at Washington, D.C., this 23rd day of February, 2006.