

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

3. Name of Conveyance:

Execution Date(s) January 20, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

Additional name(s), addresses(es) or citizenship attached? Yes NoNAME: **DiaMed AG**ADDRESS: **1785 Cressier sur Morat
Morten
Switzerland, 3280**

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)

2,243,128Additional 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: _____

27. Total fee (37 CFR 3.41): \$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Payment Information:

Deposit account number: 02-2135Authorized 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

700246056

TRADEMARK

REEL: 003268 FRAME: 0451

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").

RECITALS

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
Michael Makler, M.D., President

Date: 1/17/06

DIAMED, AG

By: _____
Jean Adam, President

Date: _____

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FLOW, INC.

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

Date: _____

DIAMED, AG

By:  _____
Jean Adam, President

Date: 22.21.2006