

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACON LABORATORIES, INC.		03/31/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	INVERNESS MEDICAL SWITZERLAND GMBH		
Street Address:	BUNDESPLATZ 1		
City:	ZUG		
State/Country:	SWITZERLAND		
Postal Code:	CH-6300		
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2839730	E-Z SPLIT KEY	
Registration Number:	2890535	STREP A TWIST	
Serial Number:	76574378	ORALERT	
CORRESPONDENCE DATA			
Fax Number:	(781)647-3939		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	781-314-4062		
Email:	Jean.Maxwell@invmed.com		
Correspondent Name:	Jean M. Maxwell, Trademark Paralegal/Adm		
Address Line 1:	Inverness Medical Innovations, Inc.		
Address Line 2:	51 Sawyer Road, Suite 200		
Address Line 4:	Waltham,, MASSACHUSETTS 02453		
ATTORNEY DOCKET NUMBER:	ACON TO IMS 3 MARKS 51706		
DOMESTIC REPRESENTATIVE			

CH \$90.00 2839730

900049181

TRADEMARK
REEL: 003310 FRAME: 0896

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jean M. Maxwell

Signature:

/JeanMMaxwell/

Date:

05/17/2006

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 31st day of March, 2006, by and between ACON Laboratories, Inc., a California corporation ("Assignor"), and Inverness Medical Switzerland GmbH, a corporation organized and existing under the laws of Switzerland ("Assignee"). Initially capitalized terms used herein and not defined shall have the meaning assigned to them in the Acquisition Agreement (as defined below).

WHEREAS, Inverness Medical Innovations, Inc., a Delaware corporation ("IMI"); Assignor, AZURE Institute, Inc., a California corporation ("Azure"), LBI Inc., a British Virgin Islands company ("LBI"), Oakville Hong Kong Co., Ltd., a Hong Kong company ("Oakville"), and Acon Biotech (Hangzhou) Co., Ltd., a wholly foreign owned enterprise established in the People's Republic of China ("ACON Bio") ("ACON Bio" and together with Assignor, Azure, LBI, and Oakville, "ACON" or the "Seller Entities") and Karsson Overseas Ltd., a British Virgin Islands and other affiliates of the Seller Entities have entered into an Acquisition Agreement, dated as of February 24, 2006 (the "Acquisition Agreement"), pursuant to which Seller Entities have sold and assigned to IMI and certain of their affiliates, including Assignee, certain of their assets and assigned certain of their liabilities related to the business of developing, manufacturing marketing and/or selling lateral flow immunoassay products and directly related products (the "Business") which includes the trademarks and trademark applications listed on Schedule A attached hereto (collectively, the "Marks");

WHEREAS, Assignor has adopted, used and is currently using the Marks in connection with the Business, and, under the Acquisition Agreement Assignor sold and assigned to Assignee all of Assignor's right, title and interest in and to the Marks and the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, in consideration of the premises set forth above and in the Acquisition Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor does hereby sell, assign and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized by them, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Trademark Assignment

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 Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

[Remainder of page intentionally left blank]

Trademark Assignment

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR: ACON LABORATORIES, INC.

Name: _____

Signature: _____

Title: _____

On this ____ day of _____, 2006, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of ASSIGNOR and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

ASSIGNEE: INVERNESS MEDICAL
SWITZERLAND GMBH

Name: _____

Signature: _____

Title: _____

On this ____ day of _____, 2006, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR: ACON LABORATORIES, INC.

Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 2006, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of ASSIGNOR and executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

ASSIGNEE: INVERNESS MEDICAL
SWITZERLAND GMBH

Name: Ken Zwanziger
Signature: Ken Zwanziger
Title: Managing Director

On this ____ day of _____, 2006, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

MASSACHUSETTS ALL-PURPOSE ACKNOWLEDGMENT

Gov. Exec. Ord. #455 (03-13), §5(d)

Commonwealth of Massachusetts

County of MIDDLESEX

} ss.

On this the 31 day of MARCH, 2005, before me,JEAN M. MAXWELL
Name of Notary Public

, the undersigned Notary Public,

personally appeared RON ZWANZIGER
Name(s) of Signer(s)

proved to me through satisfactory evidence of identity, which was/were

PERSONAL KNOWLEDGE
Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(s).

☐ as partner(s) for _____
Name of Partnership

_____, a partnership.

☒ as MANAGING DIRECTOR for
Title of OfficeINVERNESS MOBILE SWITZERLAND GmbH
Name of Corporation, a corporation.☐ as attorney in fact for _____
Name of Principal Signer

_____, the principal.

☐ as _____ for _____
Type of Capacity_____, a/the _____
Name of Person/Entity Type of EntityJEAN M. MAXWELL
Signature of Notary PublicJEAN M. MAXWELL
Printed Name of Notary

Place Notary Seal and/or Any Stamp Above

My Commission Expires NOV. 6, 2009**OPTIONAL**

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: TRADEMARK ASSIGN - ACORNDocument Date: 3/31/04 Number of Pages: 5Signer(s) Other Than Named Above: ACORN LABORATORIES INC.

Schedule A

1. ACON Registered Trade Mark:										
Mark	Decker Num	Country	Class	Serial Num	Appl Date	Start of Use Due Date	1st Use Date	Registration Number	Recorded	Renewal Due
E-Z Split Key	1161.4	USA	1	76/488,474	10-Feb-03		11-Dec-02	2,839,730	11-May-04	Pitch
Goods: Pharmacological testing kits comprised primarily of clinical diagnostic reagents for the detection of defined bacteriological infections in humans										
STREP A TWIST	1161.5	USA	5	76/531,561	2-Jul-03		15-Aug-03	2,890,535	28-Sep-03	Pitch
Goods: Pharmacological testing kits comprised of clinical diagnostic reagents for the detection of elevated levels of illicit drugs present in bodily fluids of human subjects for forensic use.										
OrALent	1161.6	USA	5	76/574,378	6-Feb-04		10-Oct-05			Pitch
2. ACON Unregistered Trade Mark/Slogan:										
TRI-lect	Clinical DOA product	1st Territory								
Multi-CLIN	Clinical DOA product	1st Territory								

Goods & Service Class	Description
EN-05	Pharmaceutical & veterinary preparations; reagents for medical or veterinary use; diagnostic, measuring and monitoring reagents for medical or veterinary use.
EN-09	Scientific & measuring devices, apparatus and instruments; devices for measuring & monitoring the presence of chemicals in substances; diagnostic test devices for use in immunoassays; blood glucose monitoring devices; parts & fittings for all the aforesaid goods.
EN-10	Surgical, medical & veterinary devices, apparatus and instruments; diagnostic test devices for use in immunoassays; blood glucose monitoring devices; diagnostic test devices for use in immunoassays for urine analytes, namely pregnancy & fertility assays; parts and fittings for all the aforesaid goods.
EN-40	Custom manufacturing of medical devices and diagnostic test devices
EN-42	(Computer, scientific & legal) Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; legal services. Class 42 includes mainly services provided by persons, individually or collectively, in relation to the theoretical and practical aspects of complex fields of activities. Such services are provided by members of professions such as chemists, physicists, engineers, computer specialists, lawyers, etc. While medical research remains within Class 42, medical treatment services are reclassified into Class 44