

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	08/29/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acon Laboratories, Inc.		08/29/2006	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: 1			
Property Type	Number	Word Mark	
Serial Number:	78739374	ABON	
CORRESPONDENCE DATA			
Fax Number:	(781)647-3939		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	7813144062		
Email:	Jean.Maxwell@invmed.com		
Correspondent Name:	Jean M. Maxwell, TM Paralegal/Admin.		
Address Line 1:	Inverness Medical Innovations, Inc.		
Address Line 2:	51 Sawyer Road, Suite 200		
Address Line 4:	Waltham, MASSACHUSETTS 02453		
ATTORNEY DOCKET NUMBER:	ABON TO IMS FR ACON LABS		
DOMESTIC REPRESENTATIVE			
Name:			

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TRADEMARK
REEL: 003395 FRAME: 0319

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jean M. Maxwell

Signature:

/jeanmmaxwell/

Date:

09/22/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 24th day of August 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, are desirous to assign their right, title, and interest in the ABON trademark application listed on Schedule A attached hereto;

NOW, THEREFORE, for 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 Mark (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 Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

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 Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

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

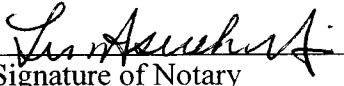
ASSIGNOR: ACON LABORATORIES, INC.

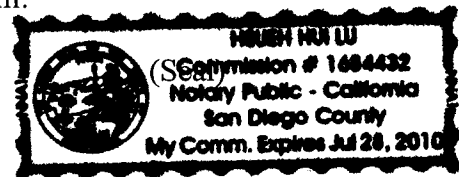
Name: Randy Berholtz

Signature: 

Title: Vice President & General Counsel

On this 29 day of August, 2006, before me, the undersigned Notary Public, personally appeared Randy Berholtz, proved to me through satisfactory evidence of identification, which was/were Personal Knowledge, 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.

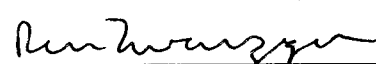

Signature of Notary



My Commission Expires: July 28, 2010


ASSIGNEE: INVERNESS MEDICAL
SWITZERLAND GMBH

Name: Ron Zwanziger

Signature: 

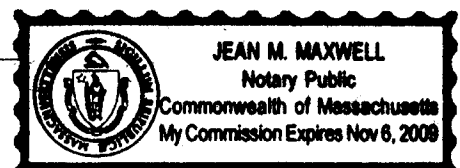
Title: Managing Director

On this 22 day of September, 2006, before me, the undersigned Notary Public, personally appeared Ron Zwanziger, proved to me through satisfactory evidence of identification, which was/were PERSONAL KNOWLEDGE, 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
JEAN M. MAXWELL

(Seal)

My Commission Expires: Nov. 6, 2009



Schedule A

<u>Mark</u>	<u>Serial Number</u>	<u>Owner</u>
ABON	78/739,374	Acon Laboratories, Inc.