

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
Inverness Medical Innovations, Inc.		05/17/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	US CD LLC		
Street Address:	c/o The Procter & Gamble Company		
Internal Address:	One Procter & Gamble Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2733258	ACCU-CLEAR	
Registration Number:	2887832	ACCU-CLEAR RESULT KEY	
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:	Inverness Medical Innovations, Inc.		
Address Line 1:	51 Sawyer Road, Suite 200		
Address Line 2:	Attn: Ms. Jean M. Maxwell, TM Paralegal		
Address Line 4:	Waltham, MASSACHUSETTS 02453		
ATTORNEY DOCKET NUMBER:	IMA TO USCDLLS IN US		
NAME OF SUBMITTER:	Jean M. Maxwell		

CH \$65.00 2733258

Signature:	/JeanMMaxwell/
Date:	05/25/2007
Total Attachments: 5 source=TM Assignment IMA to US JV executed 051707#page1.tif source=TM Assignment IMA to US JV executed 051707#page2.tif source=TM Assignment IMA to US JV executed 051707#page3.tif source=TM Assignment IMA to US JV executed 051707#page4.tif source=TM Assignment IMA to US JV executed 051707#page5.tif	

**TRADEMARK ASSIGNMENT
(IMA to US JV)**

This Trademark Assignment (this "Assignment") is made effective this 17th day of May, 2007 (the "Effective Date"), by and between Inverness Medical Innovations, Inc., a Delaware corporation ("IMA"), and US CD LLC, a Delaware limited liability company ("Company"). Initially capitalized terms used herein and not defined shall have the meaning assigned to them in the Contribution Agreement (as defined below).

WHEREAS, IMA has adopted, used and is currently using the trademarks listed on Schedule A attached hereto (the "Marks") in connection with the CD Business in the countries listed thereon;

WHEREAS, Inverness Medical Innovations, Inc., a Delaware corporation ("IMA"), Procter & Gamble RHD, Inc., an Ohio corporation ("PGUS"), and Company have entered into that certain Contribution Agreement dated as of the Effective Date (the "Contribution Agreement"), pursuant to which IMA is contributing (and will cause certain of its Affiliates to contribute) to Company certain of IMA's assets and liabilities related to its CD Business, including the Marks.

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

IMA does hereby sell, assign and transfer unto Company, its successors, assigns, and legal representatives, and Company hereby acquires and accepts from IMA, IMA's entire right, title and interest in and to the Marks throughout any and all countries listed on Schedule A attached hereto (including all registrations and applications therefor and any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized by the Marks, and all income, royalties, proceeds of suit, damages or payments due on or after the date hereof, including 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, in each case for Company's sole use and enjoyment from and after the date hereof as fully and entirely as the same would have been held and enjoyed by IMA had this Assignment not been made.

IMA further authorizes any official of any country listed on Schedule A attached hereto whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Company, its successors, legal representatives and assigns in accordance with the terms of this instrument.

The parties hereto agree that, at any time and from time to time, that each party will promptly execute and deliver all instruments and documents and take all action, that may be necessary, in order to perfect or to enable the assignment of the Marks.

This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the Law of the State of New York without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New York. The parties agree that any disputes which may arise out of this Assignment which relate to any party's rights and/or obligations hereunder shall be resolved in accordance with the provisions contained in Section 8.10 of the Contribution Agreement.

This Assignment may be amended or modified only by a written instrument executed by all of the parties hereto.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. Delivery of an executed counterpart of this Assignment by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature page follows]

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

IMA: INVERNESS MEDICAL INNOVATIONS, INC.

Signature: Ron Zwanziger
Name: Ron Zwanziger
Title: President and Chief Executive Officer

On this 15th day of May, 2007, before me, the undersigned Notary Public, personally appeared Ron Zwanziger, proved to me through satisfactory evidence of identification, which was/were MA Drivers Lic, 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 IMA and executed this document of his/her own free will.

Annette E. Hauke (Seal)
Signature of Notary

My Commission Expires: 9/28/2012

COMPANY: US CD LLC

Signature: _____
Name:
Title:

On this ____ day of _____, 2007, 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 Company and executed this document of his/her own free will.

Signature of Notary (Seal)

My Commission Expires: _____

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

IMA: INVERNESS MEDICAL INNOVATIONS, INC.

Signature: _____
Name:
Title:

On this _____ day of _____, 2007, 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 IMA and executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

COMPANY: US CD LLC

Signature: _____
Name:
Title:

On this 15 day of May, 2007, before me, the undersigned Notary Public, personally appeared Clayton C. Doherty Jr. 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 Company and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: N/A



ROBERT ADAM NEWTON
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

[Signature Page to Trademark Assignment (IMA to US CD LLC)]

TRADEMARK
REEL: 003549 FRAME: 0519

Schedule A

Marks

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Country</u>
ACCU-CLEAR	1195887	TMA634865	CANADA
ACCU-CLEAR	76/370141	2733258	USA
ACCU-CLEAR RESULT KEY	1195888		CANADA
ACCU-CLEAR RESULT KEY	78/246612	2887832	USA