

**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
Procter & Gamble International Operations, SA		05/17/2007	CORPORATION: SWITZERLAND

**RECEIVING PARTY DATA**

Name:	SPD Swiss Precision Diagnostics GmbH
Street Address:	c/o Procter & Gamble International Operations, SA
Internal Address:	SBC Saconnex, Business Centre, 207 route de Ferney
City:	Geneva
State/Country:	SWITZERLAND
Postal Code:	CH-1218
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2432116	CLEAR PLAN
Registration Number:	2958057	CLEARBLUE
Registration Number:	2924246	CLEARBLUE
Registration Number:	1492770	CLEARBLUE
Registration Number:	1615391	CLEARBLUE EASY
Registration Number:	1496356	CLEARPLAN
Registration Number:	1576022	FACT PLUS
Registration Number:	2598617	FACT PLUS PRO
Registration Number:	2598616	FACT PLUS SELECT

**CORRESPONDENCE DATA**

Fax Number: (781)647-3939  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

CH \$240.00 2432116

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:

PGIO TO SPD 9 MARKS 6/12

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:

Jean M. Maxwell

Signature:

/JeanMMaxwell/

Date:

06/12/2007

Total Attachments: 8

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**TRADEMARK ASSIGNMENT  
(PGIO to Swiss JV)**

This Trademark Assignment (this "Assignment") is made effective this 17th day of May, 2007 (the "Effective Date"), by and between Procter & Gamble International Operations, SA, a Swiss company ("PGIO"), and SPD Swiss Precision Diagnostics GmbH, a Swiss Company (the "Company"). Initially capitalized terms used herein and not defined shall have the meaning assigned to them in the PGIO Purchase Agreement (as defined below).

WHEREAS, Inverness Medical Switzerland GmbH, a Swiss company ("IMS"), PGIO and the Company have entered into an Amended and Restated Asset Purchase Agreement (the "IMS Purchase Agreement") dated as of the Effective Date, pursuant to which IMS is selling (and will cause certain of its Affiliates to sell) to PGIO certain of IMS' assets relating to the CD Business on the terms and conditions set forth therein;

WHEREAS, PGIO and the Company have entered into a certain Contribution Agreement dated as of the Effective Date (the "PGIO Contribution Agreement"), pursuant to which PGIO is contributing and assigning to the Company all of the assets it purchased from IMS under the IMS Purchase Agreement, including the trademarks listed on Schedule A attached hereto, in the countries listed thereon (the "Marks").

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

PGIO does hereby sell, assign and transfer unto the Company, its successors, assigns, and legal representatives, and the Company hereby acquires and accepts from PGIO, PGIO'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 the 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 PGIO had this Assignment not been made.

PGIO 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 the 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 9.10 of the IMS Purchase 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, PGIO has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

PGIO: PROCTER & GAMBLE INTERNATIONAL OPERATIONS, SA

Signature: Tara Hogan Charles  
Name:  
Title:

On this 24th day of May 2007, before me, the undersigned Notary Public, personally appeared Tara Hogan Charles 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 PGIO and executed this document of his/her own free will.


Donna D. Quinn  
Signature of Notary

My Commission Expires: 11-16-07



DONNA D. QUINN  
Notary Public, State of Ohio  
My Commission Expires 11-16-07

COMPANY: SPD SWISS PRECISION DIAGNOSTICS GMBH

Signature:   
Name: Geoffrey Jenkins  
Title: Director

On this 15<sup>th</sup> day of May 2007, before me, the undersigned Notary Public, personally appeared Geoffrey Jenkins, 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 Company and executed this document of his/her own free will.

Annette E. Houde (Seal)  
Signature of Notary

My Commission Expires: 9/28/2012

ANNETTE E. HOUDE, Notary Public  
My Commission Expires Sept. 28, 2012

## Schedule A

### Marks

<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Country</u>
ACCU-CLEAR	002856011	002856011	EUROPEAN UNION
CLEAR PLAN	75/589524	2432116	USA
CLEARBLUE	2022970	1611186	ARGENTINA
CLEARBLUE	2022971	1611187	ARGENTINA
CLEARBLUE	2423281	1979158	ARGENTINA
CLEARBLUE	664212	664212	AUSTRALIA
CLEARBLUE	807427	807427IR	AUSTRALIA
CLEARBLUE	664213	664213	AUSTRALIA
CLEARBLUE	AM2962/85	111192	AUSTRIA
CLEARBLUE	677658	413548	BENELUX
CLEARBLUE	825416280		BRAZIL
CLEARBLUE	813900824	813900824	BRAZIL
CLEARBLUE	825416299		BRAZIL
CLEARBLUE	807427	807427IR	BULGARIA
CLEARBLUE	549528	339990	CANADA
CLEARBLUE	1173515		CANADA
CLEARBLUE	807427	807427IR	CZECH REPUBLIC
CLEARBLUE	326.290	455.431	CHILE
CLEARBLUE	332.768	458.119	CHILE
CLEARBLUE	603.481	671.188	CHILE
CLEARBLUE	807427	807427IR	CHINA
CLEARBLUE	2006062017		COLOMBIA
CLEARBLUE	2006062018		COLOMBIA
CLEARBLUE	2006062021		COLOMBIA
CLEARBLUE	2006/5794		COSTA RICA
CLEARBLUE	2006/5795		COSTA RICA
CLEARBLUE	2006-5796		COSTA RICA
CLEARBLUE	172438		ECUADOR
CLEARBLUE	172439		ECUADOR
CLEARBLUE	172440		ECUADOR
CLEARBLUE	003119484	003119484	EUROPEAN UNION
CLEARBLUE	003500981	003500981	EUROPEAN UNION
CLEARBLUE	3131/85	98659	FINLAND
CLEARBLUE	759255	1343003	FRANCE
CLEARBLUE	W61871	653563	GERMANY
CLEARBLUE	86985	86985	GREECE
CLEARBLUE	B4915/87	B4075/88	HONG KONG
CLEARBLUE	2003/04688	2004/B04303	HONG KONG
CLEARBLUE	B4915A/87	B4076/88	HONG KONG
CLEARBLUE	2003/04689	2004/B03986	HONG KONG
CLEARBLUE	807427	807427IR	HUNGARY
CLEARBLUE	807427	807427IR	ICELAND
CLEARBLUE	807427	807427	INTERNATIONAL PROCEDURE
CLEARBLUE	2955/85	117612	IRELAND
CLEARBLUE	2956/85	117613	IRELAND
CLEARBLUE	901395MI	730479	ITALY
CLEARBLUE	92698/85	2041992	JAPAN
CLEARBLUE	807427	807427IR	JAPAN
CLEARBLUE	61512	51744	KUWAIT
CLEARBLUE	61513	52369	KUWAIT

<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Country</u>
CLEARBLUE	93932	93932	LEBANON
CLEARBLUE	Z-787/99	09352	MACEDONIA C96
CLEARBLUE	85/05071	85/05071	MALAYSIA
CLEARBLUE	85/05072	85/05072	MALAYSIA
CLEARBLUE	2003/04203	2003/04203	MALAYSIA
CLEARBLUE	596214	855153	MEXICO
CLEARBLUE	596215	855154	MEXICO
CLEARBLUE	161274	B161274	NEW ZEALAND
CLEARBLUE	676674	676674	NEW ZEALAND
CLEARBLUE	678202	678202	NEW ZEALAND
CLEARBLUE	161273	B161273	NEW ZEALAND
CLEARBLUE	676673	676673	NEW ZEALAND
CLEARBLUE	853617	128496	NORWAY
CLEARBLUE	807427	807427IR	NORWAY
CLEARBLUE	30362		OMAN
CLEARBLUE	30361		OMAN
CLEARBLUE	283303		PERU
CLEARBLUE	283282		PERU
CLEARBLUE	283283		PERU
CLEARBLUE	807427	807427IR	RUSSIAN FEDERATION
CLEARBLUE		B4232/85	SINGAPORE
CLEARBLUE	807427	807427IR	SINGAPORE
CLEARBLUE		B4231/85	SINGAPORE
CLEARBLUE	807427	807427IR	SLOVAKIA
CLEARBLUE	2003/05680		SOUTH AFRICA
CLEARBLUE	2003/058681		SOUTH AFRICA
CLEARBLUE	87-19336	210668	SOUTH KOREA
CLEARBLUE	807427	807427IR	SOUTH KOREA
CLEARBLUE	1119101	1119101	SPAIN
CLEARBLUE	06105/1985	343939	SWITZERLAND
CLEARBLUE	51100/2003	512164	SWITZERLAND
CLEARBLUE	78-55368	503119	TAIWAN
CLEARBLUE	89049930	957976	TAIWAN
CLEARBLUE	534264		THAILAND
CLEARBLUE	355748	KOR72324	THAILAND
CLEARBLUE	2004/24697	2004/24697	TURKEY
CLEARBLUE	52993	43284	UNITED ARAB EMIRATES
CLEARBLUE	52994	43283	UNITED ARAB EMIRATES
CLEARBLUE	1449457	1449457	UNITED KINGDOM
CLEARBLUE	371987		URUGUAY
CLEARBLUE	371986		URUGUAY
CLEARBLUE	73/633497	1492770	USA
CLEARBLUE	78/231358	2924246	USA
CLEARBLUE	78/231341	2958057	USA
CLEARBLUE	3751-03	P255812	VENEZUELA
CLEARBLUE	3752-03	P255813	VENEZUELA
CLEARBLUE (in Chinese characters: YAN YUN BAO)	15537/99	B388/2005	HONG KONG
CLEARBLUE (IN KATAKANA)	15952/87	2153795	JAPAN
CLEARBLUE (in Chinese characters: YUN-LING)	525434	525434	TAIWAN
CLEARBLUE (in Cantonese)	2000017269	1544034	CHINA
CLEARBLUE (in Cantonese)	9900140151	1596436	CHINA
CLEARBLUE (in Mandarin)	2000017268	1540056	CHINA
CLEARBLUE (in Mandarin)	9900140150	1596462	CHINA
CLEARBLUE EASY	2326204	1882223	ARGENTINA
CLEARBLUE EASY	73/775070	1615391	USA
CLEARPLAN	452315	452315	AUSTRALIA
CLEARPLAN	452316	452316	AUSTRALIA
CLEARPLAN	AM2790/86	114666	AUSTRIA
CLEARPLAN	686047	420910	BENELUX
CLEARPLAN	825986770		BRAZIL



<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Country</u>
CLEARPLAN	825986699		BRAZIL
CLEARPLAN	567954	347617	CANADA
CLEARPLAN	411.509	517010	CHILE
CLEARPLAN	388.768	496043	CHILE
CLEARPLAN	5711/86	1527/89	DENMARK
CLEARPLAN	003503703	003503703	EUROPEAN UNION
CLEARPLAN	3326/86	101214	FINLAND
CLEARPLAN	810885	1368522	FRANCE
CLEARPLAN	W61870	652816	GERMANY
CLEARPLAN	86986	86986	GREECE
CLEARPLAN	B4916/87	B4006/88	HONG KONG
CLEARPLAN	B4916A/87	B4007/88	HONG KONG
CLEARPLAN	3183/86	121279	IRELAND
CLEARPLAN	3184/86	121280	IRELAND
CLEARPLAN	773696MI	763546	ITALY
CLEARPLAN	85389/86	2207517	JAPAN
CLEARPLAN	32331/87	2280754	JAPAN
CLEARPLAN	173326	173326	NEW ZEALAND
CLEARPLAN	173325	173325	NEW ZEALAND
CLEARPLAN	T87/04622C	T87/04622C	SINGAPORE
CLEARPLAN	T87/04623A	T87/04623A	SINGAPORE
CLEARPLAN	19337/87	172147	SOUTH KOREA+C191
CLEARPLAN	05191/1986	350460	SWITZERLAND
CLEARPLAN	78-53370	503120	TAIWAN
CLEARPLAN	89049929	957975	TAIWAN
CLEARPLAN	2004/24698		TURKEY
CLEARPLAN	1263994	B1263994	UNITED KINGDOM
CLEARPLAN	73/617772	1496356	USA
CRYSTAL CLEAR (Stylized)	708450	708450	AUSTRALIA
CRYSTAL CLEAR (Stylized)	1058696	1058696	AUSTRALIA
CRYSTAL CLEAR (Stylized)	723375	723375	NEW ZEALAND
CRYSTAL CLEAR (word)	1059137	1059137	AUSTRALIA
FACT PLUS	1437		BOLIVIA
FACT PLUS	0632655	TMA389104	CANADA
FACT PLUS	367703	528197	CHILE
FACT PLUS	207372	207372	COLOMBIA
FACT PLUS	E-4998		EL SALVADOR
FACT PLUS	001184803	001184803	EUROPEAN UNION
FACT PLUS	93964	93964	GREECE
FACT PLUS	83669	83669	GUATEMALA
FACT PLUS	464028	464028	INDONESIA
FACT PLUS	2393579	2393579	JAPAN
FACT PLUS	99/009972		MALAYSIA
FACT PLUS	202668	202668	NORWAY
FACT PLUS	078800	078800	PANAMA
FACT PLUS	251411	251411	PARAGUAY
FACT PLUS	036672		PERU
FACT PLUS	030865	035149	PERU
FACT PLUS	TM133085	TM133085	THAILAND
FACT PLUS	290997	290997	URUGUAY
FACT PLUS	73/805682	1576022	USA
FACT PLUS	36512	36512	VIETNAM
FACT PLUS (in Katakana)	2393580	2393580	JAPAN
FACT PLUS PRO	75/850815	2598617	USA
FACT PLUS SELECT	75/850814	2598616	USA
PERSONA	1924709	1599313	ARGENTINA
PERSONA	1924710	1591289	ARGENTINA
PERSONA	612686	612686IR	AUSTRIA
PERSONA (and Design)	689049	689049IR	AUSTRIA
PERSONA	801319	532821	BENELUX
PERSONA	817818685	817818685	BRAZIL
PERSONA	612686	612686IR	BULGARIA

<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Country</u>
PERSONA	272.144	450587	CHILE
PERSONA	94017717	200074	COLOMBIA
PERSONA	94017718	200073	COLOMBIA
PERSONA	612686	612686IR	CROATIA
PERSONA	612686	612686IR	CZECH REPUBLIC
PERSONA	2778/94	5073/94	DENMARK
PERSONA	82927	603-99	ECUADOR
PERSONA	82926	602-99	ECUADOR
PERSONA	003497666	003497666	EUROPEAN UNION
PERSONA	612686	612686IR	FRANCE
PERSONA	612686	612686IR	GERMANY INTERNATIONAL PROCEDURE
PERSONA	612686	612686	IRELAND
PERSONA	96/3624	176000	IRELAND
PERSONA	96/3625	176001	IRELAND
PERSONA	612686	612686IR	ITALY
PERSONA	689049	689049IR	ITALY
PERSONA	658252	876928	MEXICO
PERSONA	658253	876929	MEXICO
PERSONA	19942230	169788	NORWAY
PERSONA	612686	612686IR	POLAND
PERSONA	689049	689049IR	POLAND
PERSONA	689049	689049IR	PORTUGAL
PERSONA	612686	612686IR	SLOVAKIA
PERSONA	612686	612686IR	SLOVENIA
PERSONA	612686	612686IR	SPAIN
PERSONA	689049	689049IR	SPAIN
PERSONA	9404078	263860	SWEDEN
PERSONA	2004/24699		TURKEY
PERSONA	1544243	1544243	UNITED KINGDOM
PERSONA	2144314	2144314	UNITED KINGDOM
PERSONA	309650	309.650	URUGUAY
PERSONA	005883-94	P210063	VENEZUELA
PERSONA	5882-94	P231061	VENEZUELA
PREGYMED	302601414	302601414	GERMANY
PREGYMED (AND DESIGN)	30325061.5	30325061	GERMANY