

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Diamics, Inc.		08/15/2007	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78799144	CER-COL
Serial Number:	78799137	C-MAP
Serial Number:	78748247	CYSRAY
Serial Number:	78748299	CYSAVE

## CORRESPONDENCE DATA

Fax Number: (212)230-7740

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-318-6556

Email: kathleenmangual@paulhastings.com

Correspondent Name: Kathleen Mangual

Address Line 1: c/o Paul Hastings, LLP

Address Line 2: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

\$115.00 78799144

OP

ATTORNEY DOCKET NUMBER:	SECOND LIEN
NAME OF SUBMITTER:	Kathleen Mangual

TRADEMARK

900085591

REEL: 003610 FRAME: 0816

Signature:	/s/ Kathleen Mangual
Date:	08/29/2007

 Total Attachments: 60 |

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## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 26, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Second Lien Credit Agreement referred to below).

### W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 26, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrower, Holdings and the Lenders from time to time party thereto and Administrative Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of dated as of June 26, 2007 herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1.      Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2.      Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations on the terms set forth in the Loan Documents, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a)      Copyrights.

(i)      all of its Copyrights and registrations and applications for registration thereof and all registered IP Licenses and applications therefor providing for the grant to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;  
(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in the case of clauses (i) through (iii), with respect to Excluded Property.

(b) Patents.

(i) all of its registered Patents and applications for registration therefor and all registered IP Licenses and applications thereof providing for the grant to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in the case of clauses (i) through (iii), with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and applications for registration thereof and all registered IP Licenses and applications therefor providing for the grant to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in the case of clauses (i) through (iii), with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IM US HOLDINGS, LLC  
INVERNESS MEDICAL INNOVATIONS, INC.  
ADVANTAGE DIAGNOSTICS CORPORATION  
APPLIED BIOTECH, INC.  
BINAX, INC.  
FIRST CHECK DIAGNOSTICS CORP.  
FOREFRONT DIAGNOSTICS, INC.  
INCA ACQUISITION, INC.  
INNOVATIVE MOBILITY, LLC  
INSTANT TECHNOLOGIES, INC.  
INVERNESS MEDICAL – BIOSTAR, INC.  
INVERNESS MEDICAL INTERNATIONAL HOLDING CORP.  
INVERNESS MEDICAL INTERNATIONAL HOLDING CORP. II  
INNOVATIONS RESEARCH, LLC  
INVERNESS MEDICAL, LLC  
ISCHEMIA TECHNOLOGIES, INC.  
IVC INDUSTRIES, INC.  
INNOVACON, INC.  
OSTEX INTERNATIONAL, INC.  
QUALITY ASSURED SERVICES, INC.  
SELF CARE TECHNOLOGY, INC.  
SPDH, INC.  
UNIPATH ONLINE, INC.  
WAMPOLE LABORATORIES, LLC, as Grantors

Approved  
As To Form

*[Signature]*  
Legal Department

By: \_\_\_\_\_  
Name: David Teitel

Title: President, Chief Financial Officer & Treasurer,  
Vice President, Finance, Vice President, Vice  
President, Finance, Vice President, Finance,  
Vice President, Treasurer, Chief Financial  
Officer, Vice President, Finance, Vice President,  
Finance, President, President, Vice  
President, Finance, Vice President, Finance,  
Vice President, Finance, Vice President,  
Finance, Vice President, Finance, Vice  
President, Finance, Chief Financial Officer, Vice  
President, Finance, President, Vice  
President, Vice President

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]

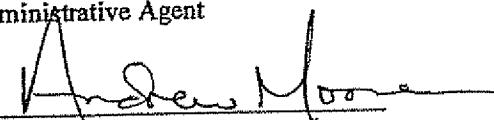
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ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:

  
Name: Andrew D. Moore  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]

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**SCHEDULE 1A  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**A. REGISTERED COPYRIGHTS**

None.

**B. COPYRIGHT APPLICATIONS**

None.

**C. REGISTERED IP LICENSES AND ANY APPLICATIONS THEREFOR**

None.

**SCHEDULE 1B  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**A. REGISTERED PATENTS**

[Include Owner, Registration Number and Date]

**B. PATENT APPLICATIONS**

[Include Owner, Application Number and Date]

**C. REGISTERED IP LICENSES AND ANY APPLICATIONS THEREFOR**

[Include complete legal description of agreement (name of agreement, parties and date)]

		List of Owners or Assignees			
File Number	Country	Filing date	Filing number	Grant date	Grant number
IM0089	AT	19/MAR/2004	GM9005/2004		
IM0089	AU	19/MAR/2004	2004254558	19/MAR/2014	19/MAR/2024
IM0089	BR	19/MAR/2004	P10411059.5	19/MAR/2014	19/MAR/2024
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IM0089	CN	19/MAR/2004	200480015772.7	19/MAR/2006	16422
IM0089	CZ	19/MAR/2004	2005-17219	10/APR/2006	16422
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IM0089	DK	19/MAR/2004	EA20050290	13/APR/2007	DK20050290
IM0089	EP	19/MAR/2004	94785762.8		
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IM0089	JP	19/MAR/2004	2005-509248		
IM0089	KR	19/MAR/2004	20-2005-7000007		
IM0089	MX	19/MAR/2004	PAU2005/000303		
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BNX0003	AU	25/AUG/1999	56933/99	03/JAN/2007	1107773
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	BST006	US	10/JUN/1993	2003-323351	27/AUG/1995	5500063	Inverness Medical - Biostar Inc.	Inverness Medical - Biostar Inc.
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ISO0014	CA	29/APR/2002	2446323	Ischemia Technologies, Inc.
ISO0014	EP	29/APR/2002	0276865.6	Ischemia Technologies, Inc.
ISO0014	JP	29/APR/2002	2002-565988	Ischemia Technologies, Inc.
ISO0014	US	01/MAY/2001	097846411	Ischemia Technologies, Inc.
ISO0014	US	05/MAY/2004	2004240557	Ischemia Technologies, Inc.
ISO0015	AU	05/MAY/2004	200424530	Ischemia Technologies, Inc.
ISO0015	CA	05/MAY/2004	200480013619.0	Ischemia Technologies, Inc.
ISO0015	CN	05/MAY/2004	200480013619.0	Ischemia Technologies, Inc.
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ISO0015	HK	05/MAY/2004	08110013.6	Ischemia Technologies, Inc.
ISO0015	IL	05/MAY/2004	171781	Ischemia Technologies, Inc.
ISO0015	IN	05/MAY/2004	2131K0LNPI2005	Ischemia Technologies, Inc.
ISO0015	IN	05/MAY/2004	2006-532378	Ischemia Technologies, Inc.
ISO0015	JP	05/MAY/2004	2006-532378	Ischemia Technologies, Inc.
ISO0015	KR	05/MAY/2004	2005-7020921	Ischemia Technologies, Inc.
ISO0015	NZ	05/MAY/2004	543538	Ischemia Technologies, Inc.
ISO0015	SG	05/MAY/2004	200507034.7	Ischemia Technologies, Inc.
ISO0015	US	19/MAY/2003	10441155	Ischemia Technologies, Inc.
ISO0015	US	22/DEC/2005	11317731	Ischemia Technologies, Inc.
ISO0015	US	23/JAN/2006	06719258.3	Selfcare
ISO0016	EP	10/MAR/1998	297084613	Selfcare
SELF0001	US	24/SEP/1998	094066	Selfcare
SELF0001	US	04/APR/2000	D422217	Selfcare

**SCHEDULE 1C  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**D. REGISTERED TRADEMARKS**

[Include Owner, Registration Number and Date]

**E. TRADEMARK APPLICATIONS**

[Include Owner, Application Number and Date]

**F. REGISTERED IP LICENSES AND ANY APPLICATIONS THEREFOR**

[Include complete legal description of agreement (name of agreement, parties and date)]















Mark	Owner	Countries	Reg.	Pending	App.	Serial No.
(WAPROLES)	Nomad Universe, LLC	UNITED STATES	10610204	05/07/2018	7/7/00	1700
WAMPLED	Nomad Universe, LLC	ARMENIA BELARUS BOLIVIA COLOMBIA EGYPT HONDURAS INDIA PAKISTAN PHILIPPINES REPUBLIC OF CHINA SRI LANKA TURKEY VENEZUELA	11/21/1817	06/26/2019	10/11/20	171140
WAMPROLES (AND DESIGN)	Nomad Universe, LLC	ARMENIA BOLIVIA COLOMBIA EGYPT HONDURAS INDIA PAKISTAN PHILIPPINES REPUBLIC OF CHINA SRI LANKA TURKEY VENEZUELA	10/15/1794	06/26/2019	11/21/20	171141
WALAYDESIGN	Nomad Universe, LLC	UNITED STATES OF AMERICA UNITED STATES OF AMERICA	08/15/1696	06/26/2019	11/21/20	171146
WALY DESIGNS	Nomad Universe, LLC	UNITED STATES OF AMERICA UNITED STATES OF AMERICA	08/21/1810	06/26/2019	11/21/20	171147
WALY DESIGNS (AND DESIGN)	Nomad Universe, LLC	UNITED STATES OF AMERICA UNITED STATES OF AMERICA	10/26/1893	06/26/2019	11/21/20	171148
WALY PROLEDESIGN	Nomad Universe, LLC	UNITED STATES OF AMERICA UNITED STATES OF AMERICA	11/25/1717	06/26/2019	11/21/20	171149
WALYUNIQUE FASHIONTONES (AND DESIGN)	Nomad Universe, LLC	UNITED STATES OF AMERICA UNITED STATES OF AMERICA	11/26/1893	06/26/2019	11/21/20	171150

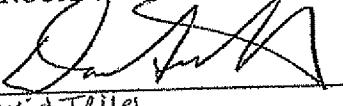
**COUNTERPART TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of June 29, 2007, is delivered pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of June 26, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

Schedules IA, IB and IC of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Schedules IA, IB and IC hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

**[SIGNATURE PAGE FOLLOWS]**

BIOSITE INCORPORATED

By:   
Name: David Teitel  
Title: Treasurer

Approved  
As To Form

  
Legal Department

[SIGNATURE PAGE TO SECOND LIEN COUNTERPART TO IP SECURITY AGREEMENT]

LEGAL\_US\_E # 75512367

TRADEMARK  
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SUPPLEMENTAL SCHEDULES  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED AS OF JUNE 26, 2007  
AMONG  
THE GRANTORS PARTY THERETO  
AND  
GENERAL ELECTRIC CAPITAL CORPORATION,  
AS ADMINISTRATIVE AGENT

These Supplemental Schedules are being delivered in connection with the joinder of Biosite Incorporated as a Grantor to the Second Lien Guaranty and Security Agreement among the Borrower, the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the "*Agreement*"). The Supplemental Schedules (the "*Schedules*") are dated as of June 29, 2007 and give effect to, and contain data relating to, the acquisition by a wholly-owned subsidiary of Inverness Medical Innovations, Inc. of the capital stock of Biosite Incorporated only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

**SCHEDULE 1A  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None.

**SCHEDULE 1B  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

See attached list of patents.

Title	Inventor	Application No. Filing Date	Patent No. Issue Date
Polypeptides Related to Natriuretic Peptides and Methods of their Identification and Use	Buechler, Kenneth F. Fung, Eric Thomas Yip, Tai-Tung	2522709 04/19/2004	
Polypeptides Related to Natriuretic Peptides and Methods of Their Identification and Use	Buechler, Kenneth F. Fung, Eric Thomas Yip, Tai-Tung	10/827919 04/19/2004	
Human Antibodies	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	09/453234 12/01/1999	6794132 09/21/2004
Human Antibodies	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Valkirs, Gunars E.	10/111365 04/01/2002	7135287 11/14/2006
Human Antibodies	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	11/521060 09/13/2006	
Human Antibodies as Diagnostic Reagents	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	09/456090 12/06/1999	6680209 01/20/2004
Human Antibodies as Diagnostic Reagents	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	10/149737 06/06/2002	7189515 03/13/2007
Human Antibodies as Detection Reagents	Buechler, Joe Valkirs, Gunars E. Gray, Jeff Lonberg, Nils	11/685068 03/12/2007	
Assays and Kits for Detecting Analytes In the Presence of Cross-Reacting Substances	Valkirs, Gunars E.	08/006341 01/19/1993	5914241 06/22/1999
Methods for Concentrating Ligands Using Magnetic Particles	Valkirs, Gunars E.	09/054918 04/03/1998	6348318 02/19/2002
Polyvalent Display Libraries	Buechler, Joe Valkirs, Gunars E. Gray, Jeff	08/832985 04/04/1997	6057098 05/02/2000
Polyvalent Display Libraries	Buechler, Joe Valkirs, Gunars E. Gray, Jeff	09/563055 05/01/2000	6986986 01/17/2006

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Title	Inventor	Application No.	Patent No.
		Filing Date	Issue Date
Polyclonal Libraries	Gray, Jeff Buechler, Joe Valkirs, Gunars E.	08/835159 04/04/1997	6555310 04/29/2003
Diagnostic Tests and Kits for Clostridium difficile	Valkirs, Gunars E.	08/832935 04/04/1997	5965375 10/12/1999
Diagnostic Tests and Kits for Clostridium difficile	Valkirs, Gunars E.	09/363960 07/29/1999	6503722 01/07/2003
Recombinant Library Screening Methods	Dower, William J. Cwirla, Steven E.	07/517659 05/01/1990	5427908 06/27/1995
Recombinant Library Screening Methods	Dower, William J. Cwirla, Steven E.	08/376326 01/20/1995	5580717 12/03/1996
RECOMBINANT LIBRARY SCREENING METHODS	Dower, William J. Cwirla, Steven E.	08/450754 05/25/1995	
DIAGNOSTIC ASSAY FOR DETECTION OF CRYPTOSPORIDIUM PARVUM	Gray, Jeff Valkirs, Gunars E. Buechler, Joe	09/158180 09/21/1998 09/877933 06/07/2001	
Diagnostic Assays for Detection of Cryptosporidium Parvum	Gray, Jeff Valkirs, Gunars E. Buechler, Joe	09/877933 06/07/2001	7052858 05/30/2006
Diagnostic Assays for Detection of Giardia Lamblia	Buechler, Joe Govindaraj, Shanthi Gray, Jeff Valkirs, Gunars E.	10/155163 05/23/2002	6908739 06/21/2005
Diagnostic Assays for Detection of Entamoeba Histolytica	Valkirs, Gunars E. Buechler, Joe Gray, Jeff	09/158347 09/21/1998	6207395 03/27/2001
Chimeric Polyclonal Antibodies	Buechler, Joe Valkirs, Gunars E. Gray, Jeff	09/141093 10/02/1999	6420113 07/16/2002
Chimeric Polyclonal Antibodies	Buechler, Joe	10/193960 07/12/2002	
Use of a Tag to Enrich Polypeptides Libraries	Buechler, Joe Valkirs, Gunars Gray, Jeff	11/015628 12/16/2004	
Assays for Detection of Bacillus Anthracis	Lee, Bruce A. Flores, Becky M. Valkirs, Gunars E.	09/753947 01/04/2001	6828110 12/07/2004

Title	Inventor	Application No. Filing Date	Patent No. Issue Date
Assays for Detection of Bacillus Anthracis	Lee, Bruce A. Flores, Becky M. Valkirs, Gunars E.	10/890083 07/12/2004	
Methods for Detecting B. Anthracis Infection	Valkirs, Gunars E. Buechler, Kenneth F.	10/339744 01/08/2003	
Methods for Detecting B. Anthracis Infection	Valkirs, Gunars E. Buechler, Kenneth F.	10/447300 05/27/2003	
Compositions and Methods for Phage Display of Polypeptides	Gray, Jeff Valkirs, Gunars E.	11/198920 08/05/2005	
Latent Protein C Assays and Their Uses for Diagnosis and/or Prognosis in Systemic Inflammatory Response Syndromes	Valkirs, Gunars E. Buechler, Joe	11/614836 12/21/2006	
High Sensitivity Secretagogin Assays and Their Uses for Diagnosis and/or Prognosis	Buechler, Joe Nakamura, Kevin	11/654901 01/17/2007	

TITLE	INVENTORS	CNTRY	SERIAL NO./ FILING DATE	REG NO./ REG. DATE
Devices and Methods for Performing Receptor Binding Assays Using Magnetic Particles	John Michael Anderberg David M. Gregory	USA	60/834,073 07/28/2006	
Methods and Compositions For Monitoring And Risk Prediction in Cardiorenal Syndrome	Gunars Valkirs Paul H. McPherson	USA	60/859,137 11/14/2006	
Methods and compositions for monitoring and risk prediction in cardiorenal syndrome	Gunars Valkirs Paul H. McPherson	USA	60/891,342 02/23/2007	
Method and Compositions for Diagnosis and Prognosis of Renal Artery Stenosis	Gunars Valkirs Paul H. McPherson	USA	60/859,136 11/14/2006	

## BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	11/612743	8/29/2006			USE OF SOLUBLE FLT-1 AND ITS FRAGMENTS IN CARDIOVASCULAR CONDITIONS
United States of America	11/684498	3/9/2007			METHODS AND COMPOSITIONS FOR THE DIAGNOSIS OF DISEASES OF THE AORTA
United States of America	11/752135	5/22/2007			USE OF NATRIURETIC PEPTIDES AS DIAGNOSTIC AND PROGNOSTIC INDICATORS IN VASCULAR DISEASES
United States of America	07/583738	10/10/1990	5091512	2/25/1992	Fibrinogen-specific monoclonal antibody
United States of America	07/364053	6/8/1989	5120834	6/9/1992	Fibrin-specific monoclonal antibody
United States of America	07/835800	2/14/1992	5223410	6/29/1993	Method for production of antibodies using an antigen-free animal
United States of America	07/295568	1/10/1989	5028535	7/2/1991	THRESHOLD LIGAND-RECEPTOR ASSAY
United States of America	08/284035	8/11/1994	5679526	10/21/1997	THRESHOLD LIGAND-RECEPTOR ASSAY
United States of America	08/671900	6/11/1997	5939272	8/17/1999	NON-COMPETITIVE THRESHOLD LIGAND-RECEPTOR ASSAYS
United States of America	08/458276	6/2/1995	5922615	7/13/1999	DEVICE FOR LIGAND RECEPTOR METHODS
United States of America	09/249321	2/11/1999	6297060	10/2/2001	DEVICE FOR LIGAND RECEPTOR METHODS
United States of America	07/463150	1/10/1990	5089391	2/18/1992	THRESHOLD LIGAND-RECEPTOR ASSAY
United States of America	07/583046	9/14/1990	5143852	9/1/1992	ANTIBODIES TO LIGAND ANALOGUES AND THEIR UTILITY IN LIGAND-RECEPTOR ASSAYS
United States of America	07/808515	12/16/1991	5233042	8/3/1993	NOVEL COCAINE DERIVATIVES AND PROTEIN AND POLYPEPTIDE COCAINE DERIVATIVE CONJUGATES AND LABELS
United States of America	07/864110	4/6/1992	5414085	5/9/1995	NOVEL BARBITURATE DERIVATIVES AND PROTEIN AND POLYPEPTIDE BARBITURATE DERIVATIVE CONJUGATES AND LABELS

## BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	07/864108	4/6/1992	5470997	11/28/1995	AMPHETAMINE DERIVATIVES AND PROTEIN AND POLYPEPTIDE AMPHETAMINE DERIVATIVE CONJUGATES AND LABELS
United States of America	07/864106	4/6/1992	5237057	8/17/1993	NOVEL TETRAHYDROCANNABINOL DERIVATIVES AND PROTEIN AND POLYPEPTIDE TETRAHYDROCANNABINOL DERIVATIVE CONJUGATES AND LABELS
United States of America	08/032598	3/17/1993	53027703	4/12/1994	TETRAHYDROCANNABINOL DERIVATIVES AND PROTEIN AND POLYPEPTIDE TETRAHYDROCANNABINOL DERIVATIVE CONJUGATES AND LABELS
United States of America	07/864093	4/6/1992	5302715	4/12/1994	NOVEL BENZODIAZEPINE DERIVATIVES AND PROTEIN AND POLYPEPTIDE BENZODIAZEPINE DERIVATIVE CONJUGATES AND LABELS
United States of America	07/864104	4/6/1992	5331109	7/19/1994	PHENYCLIDINE DERIVATIVES AND PROTEIN AND POLYPEPTIDE PHENYCLIDINE DERIVATIVE CONJUGATES AND LABELS
United States of America	08/241061	5/11/1994	6777190	8/17/2004	CROSSTALK INHIBITORS AND THEIR USES
United States of America	08/101677	8/3/1993	5625524	6/11/1996	CROSSTALK INHIBITORS AND THEIR USES
United States of America	07/887526	5/21/1992	5458852	10/17/1995	DIAGNOSTIC DEVICES FOR THE CONTROLLED MOVEMENT OF A REAGENT WITHOUT MEMBRANES
United States of America	08/447895	5/23/1995	5619944	2/12/2000	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES

## BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	03/447981	5/23/1995	5885527	3/23/1999	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	08/1828041	3/27/1997	6156270	12/5/2000	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	08/902775	7/30/1997	6271040	8/7/2001	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	08/610569	3/3/1997	6143576	11/7/2000	NON-POROUS DIAGNOSTIC DEVICES FOR THE CONTROLLED MOVEMENT OF REAGENTS
United States of America	09/613650	7/11/2000			DIAGNOSTIC DEVICES FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	09/805653	3/13/2001	6767510	7/27/2004	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	09/982629	10/18/2001	6905882	6/14/2005	DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	10/697351	10/29/2003			DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	10/1792258	3/2/2004			DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES
United States of America	11/0222297	12/22/2004			DIAGNOSTIC DEVICES AND APPARATUS FOR THE CONTROLLED MOVEMENT OF REAGENTS WITHOUT MEMBRANES

## BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	08416034	4/3/1995	5710256	1/20/1998	METHADONE DERIVATIVES AND PROTEIN AND POLYPEPTIDE METHADONE DERIVATIVE CONJUGATES AND LABELS
United States of America	07973997	11/9/1992	6037455	3/14/2000	PROPOXYPHENE DERIVATIVES AND PROTEIN AND POLYPEPTIDE PROPOXYPHENE DERIVATIVE CONJUGATES AND LABELS
United States of America	08071203	6/1/1993	5480792	1/21/1996	ANTIBODIES TO COMPLEXES OF LIGAND RECEPTORS AND LIGANDS AND THEIR UTILITY IN LIGAND-RECEPTOR ASSAYS
United States of America	08458901	6/21/1995	5985579	11/16/1999	ANTIBODIES TO COMPLEXES OF LIGAND RECEPTORS AND LIGANDS AND THEIR UTILITY IN LIGAND-RECEPTOR ASSAYS
United States of America	08101782	8/3/1993	5851776	12/22/1998	CONJUGATES AND ASSAYS FOR SIMULTANEOUS DETECTION OF MULTIPLE LIGANDS
United States of America	08311098	9/23/1994	5763189	6/9/1998	FLUORESCENCE ENERGY TRANSFER AND INTRAMOLECULAR ENERGY TRANSFER IN MICROPARTICLES USING NOVEL COMPOUNDS
United States of America	08409298	3/23/1995	6251687	6/26/2001	FLUORESCENCE ENERGY TRANSFER AND INTRAMOLECULAR ENERGY TRANSFER IN PARTICLES USING NOVEL COMPOUNDS
United States of America	08389969	2/15/1995	5610283	3/11/1997	OPIATE DERIVATIVES AND PROTEIN AND POLYPEPTIDE OPIATE DERIVATIVE CONJUGATION AND LABELS
United States of America	08423582	4/18/1995	5795725	3/18/1998	NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS

## BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	08/6333248	4/18/1996	6174686	1/16/2001	NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS
United States of America	08/769077	12/18/1996	6627404	9/30/2003	METHODS FOR IMPROVING THE RECOVERY OF TROPONIN I AND T IN MEMBRANES, FILTERS AND VESSELS
United States of America	09/349194	7/7/1999	6939678	9/6/2005	NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS
United States of America	09/425318	10/21/1999	6579687	6/17/2003	NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS
United States of America	09/687051	10/12/2000	6991907	1/31/2006	NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS
United States of America	10/459006	6/10/2003			METHODS FOR IMPROVING THE RECOVERY OF TROPONIN I AND T IN MEMBRANES, FILTERS AND VESSELS
United States of America	10/850954	5/21/2004			NOVEL METHODS FOR THE ASSAY OF TROPONIN I AND T AND COMPLEXES OF TROPONIN I AND T AND SELECTION OF ANTIBODIES FOR USE IN IMMUNOASSAYS
United States of America	11/673397	2/9/2007			METHODS FOR IMPROVING THE RECOVERY OF TROPONIN I AND T IN MEMBRANES, FILTERS AND VESSELS
United States of America	08/517949	8/22/1995	66803040	10/12/2004	DERIVATIVES OF TRICYCLIC ANTIDEPRESSANTS AND PROTEIN AND POLYPEPTIDE TRICYCLIC ANTIDEPRESSANT DERIVATIVE CONJUGATES AND LABELS

## BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	08/704804	8/26/1995	63391265	5/21/2002	DEVICES INCORPORATING FILTERS FOR FILTERING FLUID SAMPLES
United States of America	10/153423	5/21/2002			DEVICES FOR INCORPORATING FILTERS FOR FILTERING FLUID SAMPLES
United States of America	08/620597	3/22/1996	5824799	10/20/1998	HYBRID PHTHALOCYANINE DERIVATIVES AND THEIR USES
United States of America	09/776599	2/1/2001	7083984	8/11/2006	HYBRID PHTHALOCYANINE DERIVATIVES AND THEIR USES
United States of America	08/274534	7/12/1994	6238931	5/29/2001	FLUORESCENCE ENERGY TRANSFER AND PARTICLES
United States of America	09/066255	4/24/1998	6964344	11/15/2005	HYBRID PHTHALOCYANINE DERIVATIVES AND THEIR USES
United States of America	11/448613	6/6/2006			HYBRID PHTHALOCYANINE DERIVATIVES AND THEIR USES
United States of America	08/749702	11/15/1996	6113855	9/15/2000	DEVICES COMPRISING MULTIPLE CAPILLARITY INDUCING SURFACES
United States of America	09/612815	7/10/2000	6669907	12/30/2003	DEVICES COMPRISING MULTIPLE CAPILLARITY INDUCING SURFACES
United States of America	10/746282	12/24/2003			DEVICES COMPRISING MULTIPLE CAPILLARITY INDUCING SURFACES
United States of America	08/837309	4/9/1997	6544797	4/8/2003	COMPOSITIONS AND METHODS FOR INHIBITING LIGHT-INDUCED INACTIVATION OF BIOLOGICAL REAGENTS
United States of America	10/338182	1/7/2003			NOVEL COMPOSITIONS AND METHODS FOR INHIBITING LIGHT-INDUCED INACTIVATION OF BIOLOGICAL REAGENTS
United States of America	09/081722	5/13/1998	6670196	12/30/2003	RAPID EVALUATION OF THE RATIO OF BIOLOGICAL MOLECULES
United States of America	10/697356	10/29/2003	7202042	4/10/2007	RAPID EVALUATION OF THE RATIO OF BIOLOGICAL MOLECULES
United States of America	08/821888	3/21/1997	5547124	9/7/1999	DIAGNOSTIC FOR DETERMINING THE TIME OF A HEART ATTACK
United States of America	08/942370	10/21/1997	6106779	8/22/2000	ALYSIS CHAMBER FOR USE IN AN ASSAY DEVICE
United States of America	09/003066	1/5/1998	6074616	6/13/2000	MEDIA CARRIER FOR AN ASSAY DEVICE

**TRADEMARK**  
**REEL: 003610 FRAME: 0857**

## BIOSITE Case Listing

Country	Application Number	Application Date	Patient Number	Grant Date	Title
United States of America	09/545699	4/6/2000	6392894	5/21/2002	MEDIA CARRIER FOR AN ASSAY DEVICE
United States of America	07/298277	1/23/1989	5202234	4/13/1993	MYOCARDIAL INFARCTION ASSAY
United States of America	07/882299	5/13/1992	5326692	7/5/1994	FLUORESCENT MICROPARTICLES WITH CONTROLLABLE ENHANCED STOKES SHIFT
United States of America	09/358130	7/20/1999	6302919	10/16/2001	REVERSE-FLOW CENTRIFUGAL FILTRATION METHOD
United States of America	11/204764	8/15/2005			USE OF A GLUTATHIONE PEROXIDASE 1 AS A MARKER IN CARDIOVASCULAR CONDITIONS
United States of America	09/003090	1/5/1998	6830731	12/14/2004	IMMUNOASSAY FLUOROMETER
United States of America	10/267232	10/8/2002			IMMUNOASSAY FLUOROMETER
United States of America	10/841274	5/7/2004			IMMUNOASSAY FLUOROMETER
United States of America	09/003065	1/5/1998	6194222	2/27/2001	METHODS FOR MONITORING THE STATUS OF ASSAYS AND IMMUNOASSAYS
United States of America	09/712615	11/13/2000			METHODS FOR MONITORING THE STATUS OF ASSAYS AND IMMUNOASSAYS
United States of America	11/676032	2/16/2007			METHODS FOR MONITORING THE STATUS OF ASSAYS AND IMMUNOASSAYS
United States of America	08/993750	12/19/1997	6156521	12/5/2000	METHODS FOR THE RECOVERY AND MEASUREMENT OF TROPONIN COMPLEXES
United States of America	09/1835298	4/13/2001			USE OF B-TYPE Natriuretic Peptide AS A PROGNOSTIC INDICATOR IN ACUTE CORONARY SYNDROMES
United States of America	10/389720	3/13/2003			USE OF B-TYPE Natriuretic Peptide AS A PROGNOSTIC INDICATOR IN ACUTE CORONARY SYNDROMES
United States of America	10/225082	8/20/2002			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHOD OF USE THEREOF
United States of America	10/371149	2/20/2003			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHOD OF USE THEREOF

## BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	10/673077	9/26/2003			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHOD OF USE THEREOF
United States of America	10/714078	11/14/2003			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHODS OF USE THEREOF
United States of America	10/875800	6/23/2004			DIAGNOSTIC MARKERS OF STROKE AND CEREBRAL INJURY AND METHOD OF USE THEREOF
United States of America	10/330696	12/27/2002			MARKERS FOR DIFFERENTIAL DIAGNOSIS AND METHODS OF USE THEREOF
United States of America	10/728067	12/3/2003			USE OF THROMBUS PRECURSOR PROTEIN AND MONOCYTE CHEMOATTRACTANT PROTEIN AS DIAGNOSTIC AND PROGNOSTIC INDICATORS IN VASCULAR DISEASES
United States of America	10/952275	9/27/2004			METHODS AND COMPOSITIONS FOR THE DIAGNOSIS OF SEPSIS
United States of America	11/022352	12/23/2004			METHODS AND COMPOSITIONS FOR DETERMINING TREATMENT REGIMENS IN SYSTEMIC INFLAMMATORY RESPONSE SYNDROMES
United States of America	10/759216	1/20/2004			Biomarkers for sepsis
United States of America	11/5443312	10/3/2006			METHODS AND COMPOSITIONS FOR DIAGNOSIS AND/OR PROGNOSIS IN SYSTEMIC INFLAMMATORY RESPONSE SYNDROMES
United States of America	11/690767	3/23/2007			METHODS AND COMPOSITIONS FOR DIAGNOSIS AND/OR PROGNOSIS IN SYSTEMIC INFLAMMATORY RESPONSE SYNDROMES
United States of America	11/770603	6/28/2007			METHODS AND COMPOSITIONS FOR ARGinine ANALOGS AND METHODS FOR THEIR SYNTHESIS AND USE
United States of America					

## BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	10/139086	5/4/2002			DIAGNOSTIC MARKERS OF ACUTE CORONARY SYNDROME AND METHODS OF USE THEREOF
United States of America	11/205571	8/17/2005			DIAGNOSTIC MARKERS OF ACUTE CORONARY SYNDROME AND METHODS OF USE THEREOF
United States of America	10/331127	12/27/2002			METHOD AND SYSTEM FOR DISEASE DETECTION USING MARKER COMBINATIONS
United States of America	10/410572	4/8/2003			SYSTEM AND METHOD FOR IDENTIFYING A PANEL OF INDICATORS
United States of America	10/603891	6/24/2003			(PROTEOME) MARKERS FOR DIFFERENTIAL DIAGNOSIS AND METHODS OF USE THEREOF
United States of America	11/737621	4/19/2007			(PROTEOME) MARKERS FOR DIFFERENTIAL DIAGNOSIS AND METHODS OF USE THEREOF
United States of America	10/419059	4/17/2003			POLYPEPTIDES RELATED TO Natriuretic Peptides AND METHODS OF THEIR IDENTIFICATION AND USE
United States of America	10/645874	8/20/2003			METHODS AND COMPOSITIONS FOR MEASURING BIOLOGICALLY ACTIVE Natriuretic Peptides AND FOR IMPROVING THEIR THERAPEUTIC POTENTIAL
United States of America	10/938760	9/9/2004			METHODS AND COMPOSITIONS FOR MEASURING Natriuretic Peptides AND USES THEREOF
United States of America	11/560425	11/16/2006			COMPOSITIONS AND METHODS FOR TREATING CARDIOVASCULAR DISEASE AND MYOCARDIAL INFARCTION WITH DIPEPTIDYL PEPTIDASE INHIBITORS OR B TYPE Natriuretic Peptide ANALOGUES RESISTANT TO PROLYL-SPECIFIC DIPEPTIDYL DEGRADATION
United States of America	11/222494	9/7/2005			METHODS AND COMPOSITIONS FOR MEASURING CANINE BNP AND USES THEREOF

## BIOSITE Case Listing

Country	Application Number	Application Date	Patent Number	Grant Date	Title
United States of America	10/778919	2/12/2004	6887952	5/3/2005	N-ARYL-CARBAMIC ACID ESTER-DERIVED AND VALERIC ACID ESTER-DERIVED CROSS-LINKERS AND CONJUGATES AND METHODS FOR THEIR SYNTHESIS AND USE
United States of America	11/080211	3/14/2005	6967107	11/22/2005	N-ARYL-CARBAMIC ACID ESTER-DERIVED AND VALERIC ACID ESTER-DERIVED CROSS-LINKERS AND CONJUGATES AND METHODS FOR THEIR SYNTHESIS AND USE
United States of America	11/184746	7/19/2005			N-ARYL-CARBAMIC ACID ESTER-DERIVED AND VALERIC ACID ESTER-DERIVED CROSS-LINKERS AND CONJUGATES AND METHODS FOR THEIR SYNTHESIS AND USE
United States of America	11/450150	6/9/2006			METHODS AND COMPOSITIONS FOR THE DIAGNOSIS OF VENOUS THROMBOEMBOLIC DISEASE

**SCHEDULE 1C  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

See attached list of trademarks.

COUNTRY	TRADEMARK	CLASS(ES)	APPL. NO. FILING DATE	REG NO. ISSUE DATE
US	AN UNFAIR ADVANTAGE	1, 42	75/609619 12/21/1998	2453707 05/22/2001
US	BIOSITE DISCOVERY AN UNFAIR ADVANTAGE & Design	1, 5, 42	75/655110 03/05/1999	2456030 05/29/2001
US	OMNICLONAL	1, 5	75/609841 12/21/1998	2476239 08/07/2001

MARK	COUNTRY	SERIAL NO. FILING DATE	REG. NO./ REG. DATE
MULTI-MARKER INDEX	USA	78/574,678 02/24/2005	

TRADEMARK  
REEL: 003610 FRAME: 0864

## Biosite ( U.S. only )

Docket Number	Country	Mark	Portfolio Status	Owner Name	Application Date	Registration Date	Registration Number
071949-4501	United States of America	IN TIME TO DECIDE	Registered	Biosite Inc	78/056518	4/3/2001	7/30/2002 2661205
071949-4601	United States of America	NEW DIMENSIONS IN DIAGNOSIS	Registered	Biosite Inc	78/072981	7/9/2001	8/26/2003 2757467
071949-4701	United States of America	ASCEND MULTIMUNOASSAY	Registered	Biosite Inc	74/489582	2/14/1994	10/3/1995 1923243
071949-4801	United States of America	BIOSITE (Stylized)	Registered	Biosite Inc	74/260208	3/30/1992	9/28/1993 17794618
071949-4802	United States of America	BIOSITE (Stylized)	Registered	Biosite Inc	74/260475	3/30/1992	10/5/1993 1776567
071949-4819	United States of America	BIOSITE and Design	Registered	Biosite Inc	76/634473	3/28/2005	10/10/2006 3152581
071949-5101	United States of America	TRIAGE	Registered	Biosite Inc	74/525008	5/16/1994	2/6/1996 1954150
071949-5202	United States of America	TpP Stylized	Registered	Biosite Inc	75/172105	9/26/1996	1/14/2003 2673476
071949-6401	United States of America	EXPRESS TEST	Registered	Biosite Inc	75/075619	3/20/1996	12/1/1998 2207727
071949-6402	United States of America	EXPRESS TEST and Design	Registered	Biosite Inc	75/099733	5/21/1996	9/21/1999 2279640
071949-8101	United States of America	CARDIO PROFILER	Registered	Biosite Inc	78/178159	10/24/2002	6/7/2005 2960760

TRADEMARK  
REEL: 003610 FRAME: 0865

SUPPLEMENTAL SCHEDULES  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED AS OF JUNE 26, 2007  
AMONG  
THE GRANTORS PARTY THERETO  
AND  
GENERAL ELECTRIC CAPITAL CORPORATION,  
AS ADMINISTRATIVE AGENT

The following Supplemental Schedules (the “*Schedules*”) of the Grantors with respect to that certain Second Lien Intellectual Property Security Agreement among the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the “*Agreement*”) are being delivered pursuant to Section 7 of Schedule 7.15 to the Second Lien Credit Agreement by and among the Borrower, Holdings, the Lenders party thereto, General Electric Capital Corporation, as Administrative Agent, UBS Securities LLC, as Syndication Agent, Joint Lead Arranger and Sole Bookrunner, and GE Capital Markets, Inc., as Joint Lead Arranger dated as of June 26, 2007 . Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement. The Schedules give effect to, and contain data relating to, the acquisition by a wholly-owned subsidiary of Inverness Medical Innovations, Inc. of the capital stock of Quality Assured Services, Inc., only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

**SCHEDULE 1A  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None

**SCHEDULE 1B  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents - None

**SCHEDULE 1C**  
**TO**  
**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademarks - Quality Assured Services, Inc.

Name of Mark	Serial Number	Status
Cafe PTINR	78857466	Approved 04-10-2007
QAS	78857429	Pending Approval (Published for opposition)
INRCare	78810066	Pending Approval (Published for opposition)
Town Hall Meeting	78867671	Pending Approval (Published for opposition)
The Best Way to Test	77030923	Pending Approval
IN-Range	78866759	Abandoned
Vitamin K Registry	78866731	Abandoned
PTINR.COM	78857424	Allowed for Registration on Supplemental Register
Vitamin K Food Diary	78866740	Allowed for Registration on Supplemental Register

**COUNTERPART TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This counterpart, dated as of August [15], 2007, is delivered pursuant to that certain Second Lien Intellectual Property Security Agreement dated as of June 26, 2007 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Intellectual Property Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Intellectual Property Security Agreement as if it were an original signatory thereto.

Schedule IA, IB, and IC of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Schedule IA, IB and IC hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

**[SIGNATURE PAGE FOLLOWS]**

DIAMICS, INC.

By:

Name: Peter Gombrich

Title: Chairman and CEO

[SIGNATURE PAGE TO COUNTERPART TO IP SECURITY AGREEMENT – DIAMICS, INC. – SECOND LIEN]  
LEGAL\_US\_E # 76026077

**TRADEMARK**  
**REEL: 003610 FRAME: 0871**

SUPPLEMENTAL SCHEDULES  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED AS OF JUNE 26, 2007  
AMONG  
THE GRANTORS PARTY THERETO  
AND  
GENERAL ELECTRIC CAPITAL CORPORATION,  
AS ADMINISTRATIVE AGENT

These Supplemental Schedules are being delivered in connection with the joinder of Diamics, Inc. as a Grantor to the Second Lien Guaranty and Security Agreement among the Borrower, the Grantors party thereto and General Electric Capital Corporation, as Administrative Agent dated as of June 26, 2007 (the "*Agreement*"). The Supplemental Schedules (the "*Schedules*") are dated as of August 15, 2007 and give effect to, and contain data relating to, the acquisition by a wholly-owned subsidiary of Inverness Medical Innovations, Inc. of certain of the capital stock of Diamics, Inc. only. Unless otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

The headings contained in the Schedules are included for convenience only and are not intended to limit the effect of the disclosures contained in the Schedules or to expand the scope of the information required to be disclosed in the schedules.

No reference to or listing, description, disclosure or other inclusion of any item or other matter in the Schedules shall be construed to mean that such item or other matter is required to be referred to, listed, described, disclosed or otherwise so included in the Schedules. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in the Schedules shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in the Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

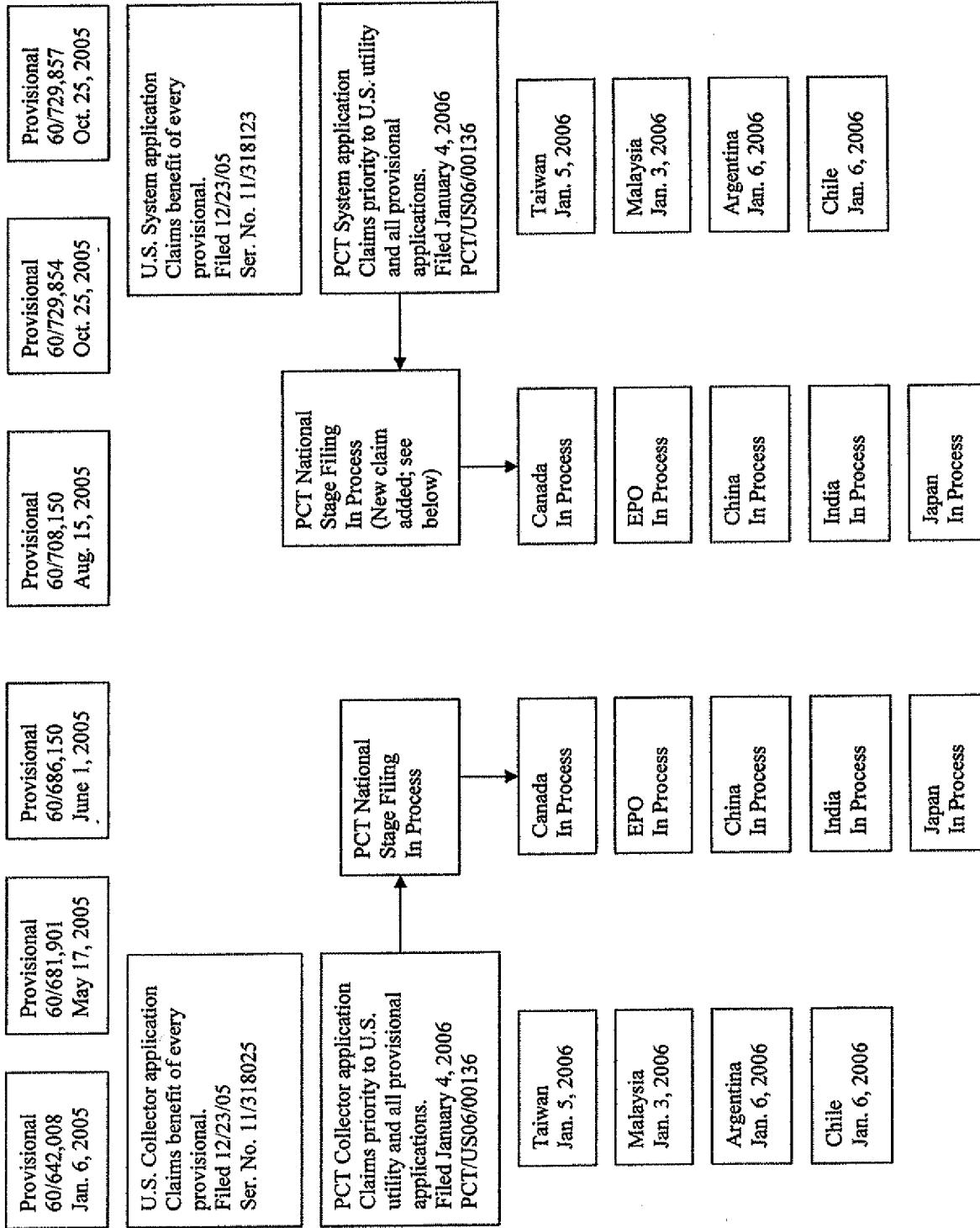
**SCHEDULE 1A  
TO  
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights - None

**SCHEDULE 1B  
TO  
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

See attached list of patents.

CERVICAL ANALYSIS SYSTEM AND COLLECTOR PATENTS



TRADEMARK

REEL: 003610 FRAME: 0875

**CERVICAL ANALYSIS SYSTEM AND COLLECTOR PATENTS**  
New claim added to U.S. system application

A system comprising:  
means for collecting and maintaining the spatial orientation  
of cervical cell clusters;  
means for transferring a sample of the collected cell  
clusters onto a slide while maintaining the spatial orientation of  
the transferred sample and without changing or destroying the  
morphological aspects of the transferred sample; and  
a container with preservative for receiving the remaining  
collected cervical cell clusters, the preservative maintaining the  
morphological aspects of the remaining cell clusters and  
their antigenicity.

**ASSAY FOR INDICATING A CELL TISSUE CONDITION PATENT**

Provisional application  
60/885146  
Filed Jan. 16, 2007

**POINT OF CARE CERVICAL SCREENING SYSTEM**

Provisional application  
60/939333  
Filed May 22, 2007

**SCHEDULE 1C  
TO  
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

See attached list of trademarks.

TRADEMARKS

CYSAVE  
SN 78/748299  
Filed 11/7/05  
Stat: Allowed

CYSRAY  
SN 78/748247  
Filed 11/7/05  
Stat: Allowed

C-MAP  
SN 78/799137  
Filed 1/25/06  
Stat: Allowed

CER-COL  
SN 78/799144  
Filed 1/25/06  
Stat: Allowed