

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Matritech, Inc.		12/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Milano Acquisition Corp.
Street Address:	51 Sawyer Road
Internal Address:	Suite 200
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02453
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2811238	BLADDERCHEK
Registration Number:	2766248	MATRITECH
Registration Number:	1956141	NMP22
Registration Number:	1963117	NMP22
Registration Number:	2838902	NMP179

CORRESPONDENCE DATA

Fax Number: (781)647-3939
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 781-314-4062
 Email: Jean.Maxwell@invmed.com
 Correspondent Name: Jean M. Maxwell, TM Paralegal/Admn.
 Address Line 1: Inverness Medical Innovations, Inc.
 Address Line 2: 51 Sawyer Road, Suite 200
 Address Line 4: Waltham, MASSACHUSETTS 02453

CH \$140.00 2811238

ATTORNEY DOCKET NUMBER:	MATRITECH US ASSIGNMENTS
NAME OF SUBMITTER:	Jean M. Maxwell
Signature:	/JeanMMaxwell/
Date:	01/29/2008

Total Attachments: 9

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ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks is entered into as of December 12, 2007 by and among Matriotech, Inc., a Delaware corporation having a principal place of business at 330 Nevada Street, Newton, MA 02460 ("Assignor"), and Milano Acquisition Corp., a Delaware corporation having a principal place of business at 51 Sawyer Street, Suite 200, Waltham, MA 02453 (the "Assignee").

WHEREAS, The Assignor and the Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 27, 2007, pursuant to which the Assignee shall acquire substantially all of the assets of the Assignor including, without limitation, the Patents and Marks (as defined below).

WHEREAS, The Assignor is the sole and exclusive owner of the entire right, title and interest in and to the patents and patent applications and is a licensee of the patents listed on Schedule A hereto (collectively, the "Patents") and the trademarks, service marks, trade names, Internet domain names and trade dress, and all registrations or applications for registration thereof, listed on Schedule B attached hereto and all variations thereof (the "Marks"). Assignee wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Patents and the Marks.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

I. Assignment of Patents and Marks. Assignor hereby sells, transfers, assigns and sets over to Assignee the entire right, title and interest of Assignor in and to the Patents and the Marks in the United States and for all foreign countries, including any divisions, reissues, renewals, substitutes, continuations, continuations-in-part, improvements and extensions related to the Patents, and any renewals related to the Marks, thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and including (a) all goodwill associated with the Patents or the Marks, (b) all income, royalties and rights to payment with respect to the Patents or the Marks, and (c) all causes of action, rights or remedies related to the Patents or the Marks, including but not limited to claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents or the Marks (with the right to sue for, and collect the same for Assignee's own use and enjoyment).

Assignor requests that the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries record the Assignee as the assignee and owner of the Patents and the Marks.


2. **Further Assurances.** Assignor shall provide to Assignee reasonable cooperation and assistance at Assignee's request, without charge but at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Patents or the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Patents or the Marks, including, but not limited to, testifying as to any facts relating to the Patents or the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks, or obtaining any additional protection for the inventions disclosed in the Patents that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries and (d) for the implementation or perfection of the provisions of this Assignment.

3. **Miscellaneous.** This agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first above written.

ASSIGNOR:
MATRITECH, INC.

By: 
Name: S D CHUBB
Title: CEO

ASSIGNEE:
MILANO ACQUISITION CORP.

By: _____
Name:
Title:

[Signature Page to Assignment of Patents and Trademarks]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first above written.


ASSIGNOR:
MATRITECH, INC.

By: _____
Name:
Title:

ASSIGNEE:
MILANO ACQUISITION CORP.

By: 
Name: David Teitel
Title: Vice President, Finance

[Signature Page to Assignment of Patents and Trademarks]

APPROVED
As To Form

Legal Department

SCHEDULE A

PATENTS

U.S. Patent No.	Date Issued	Description
5,989,826	11/23/99	Claims to a method for detecting the presence of a cancer in an individual.
6,162,608	12/19/00	Claims to a method of detecting the presence of cancer in an individual.
6,410,247	6/25/02	Claims to a method for detecting the presence of a cancer in an individual.
6,740,494	5/25/04	Claims to a method for detecting the presence of a cancer in an individual.
5,965,376	10/12/99	Claims to methods for evaluating the cytotoxicity of a compound.
5,783,403	7/21/98	Claim to a method of detecting a malignant cell type, or determining the degree of cell death using a binding protein which recognizes MT1 or MT2.
5,882,876	3/16/99	Claims to a method of detecting the presence of a malignancy in a mammal, or to detecting a cancer in an individual using MT2 as a cancer marker.
5,698,439	12/16/97	Claims to nucleic acids, and vectors encoding MT1 and MT2, and host cells harboring such vectors.
5,686,562	11/11/97	Claims to isolated recombinant MT1 and MT2 proteins per se.
5,780,596	7/14/98	Claims to MT1-specific antibodies.
5,547,928	8/20/96	Claims to a protein marker for colon adenocarcinoma.
5,858,683	1/12/99	Claims directed to methods of detecting cervical cancer by detecting presence of TDP-43 marker.
6,027,905	2/22/00	Claims directed to method of detecting cervical cancer by detecting presence of IEF-SSP 9502 marker.
6,803,189	10/12/04	Claims directed to method of detecting cervical cancer by detecting presence of a nucleic acid encoding a cervical cancer-associated protein.
6,936,424	8/30/05	Claims directed to a method of detecting breast cancer by detecting the presence or amount of U2 SnRNP ⁷⁰ in a sample.

Foreign Patent No.	Date Issued or Published	Description
AU 658257	7/24/95	Claims to a method for detecting the presence of a cancer in an individual.
CA 2,122,473	1/23/01	Claims to a method of detecting the presence of cancer in an individual.
EP 642668	4/5/00	Claims to a method for detecting the presence of a cancer in an individual.
JP 3,190,042	5/18/01	Claims to a method for detecting the presence of a cancer in an individual.
AU 681855	1/8/98	Claim to a method of detecting a malignant cell type, or determining the degree of cell death using a binding protein which recognizes MT2.
EP 0647270	1/7/04	Claim to a method of detecting a malignant cell type, or determining the degree of cell death using a binding protein which recognizes MT2.
CA 2,263,888	10/24/04	Claims directed to methods of detecting cervical cancer.
EP 0923740B1	7/5/06	Claims directed to methods of detecting cervical cancer.
EP 1232177	2/21/07	Claims directed to a method of detecting breast cancer by detecting the presence of amount of U2 SnRNPB [™] in a sample.

PATENT APPLICATIONS

Application No. or Serial No.	Jurisdiction	Date Applied	Description
11/194,051	US	7/29/05	Claims directed to method of detecting breast cancer.
11/232,440	US	9/21/05	Claims directed to method of screening for cancer by measuring or detecting U2 particle (U2 snRNA as species election), not B".
10-511706	JP	8/19/97	Claims directed to method of detecting cervical cancer.
2001-538959	JP	11/16/00	Claims directed to a method of detecting breast cancer by detecting the presence of amount of U2 SnRNPB" in a sample.
US05/33679	PCT	9/21/05	Claims directed to method of screening for cancer by measuring or detecting U2 particle (U2 snRNA as species election), not B".
05798983	EP	9/21/05	Claims directed to method of screening for cancer by measuring or detecting U2 particle (U2 snRNA as species election), not B".

SCHEDULE B

TRADEMARK REGISTRATIONS

Mark	Country	Registration No.	Date Issued
BLADDERCHEK	EU	2,648,772	6/29/06
BLADDERCHEK	US	2,811,238	2/3/04
MATRITECH	EU	210,435	4/1/96
MATRITECH	US	2,766,248	9/23/03
MATRITECH	JP	4809188	10/8/04
MATRITECH	KR	40-577324	3/12/04
NMP22	EU	66,399	4/1/96
NMP22	US	1,956,141	2/13/96
NMP22	US	1,963,117	3/19/96
UNMP	JP	3,332,669	7/18/97
NMP179	EU	1,350,487	10/19/99
NMP179	US	2,838,902	5/4/04

SCHEDULE C

PATENT LICENSES

U.S. Patent No.	Date Issued	Description
CA 1,341,466	11/23/04	Method for determining tissue of origin and presence and extent of cellular abnormalities
4,376,110 **	3/8/83	"Two-site" or "sandwich" immunometric assay techniques for determination of the presence and/or concentration of antigenic substances in fluids using monoclonal antibodies.
4,486,530 **	12/4/84	"Two-site" or "sandwich" immunometric assay techniques for determination of the presence and/or concentration of antigenic substances in fluids using monoclonal antibodies.
5,073,484 *	12/17/91	A method and apparatus for the quantitative determination of an analyte in a liquid
5,654,162 *	8/5/97	A method and apparatus for the determination of an analyte in a liquid sample
6,020,147 *	2/1/00	A method and apparatus for the quantitative determination of an analyte in a liquid

* and foreign counterparts

** only foreign counterparts still valid