

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
Diagnostic Chemicals Limited		11/02/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Genzyme Corporation		
Street Address:	500 Kendall Street		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02142		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3069790	HDL-ADVANCE	
Registration Number:	3172817	LDL-ADVANCE	
Registration Number:	2674170	L3K	
Registration Number:	2261494	IMMUNODIP	
Registration Number:	2261493	IMMUNODIP	
Registration Number:	1909620	DCL	
Registration Number:	1910945	DCL	
CORRESPONDENCE DATA			
Fax Number:	(508)872-5415		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	linda.leontie@genzyme.com		
Correspondent Name:	Linda Leontie		
Address Line 1:	15 Pleasant Street Connector		
Address Line 4:	Framingham, MASSACHUSETTS 01701		

CH \$190.00 3069790

NAME OF SUBMITTER:	Richard D. Allison
Signature:	/rda/
Date:	06/11/2008
Total Attachments: 5 source=Diagnostic Chemicals Limited#page1.tif source=Diagnostic Chemicals Limited#page2.tif source=Diagnostic Chemicals Limited#page3.tif source=Diagnostic Chemicals Limited#page4.tif source=Diagnostic Chemicals Limited#page5.tif	

THIS AGREEMENT made the 2nd day of November, 2007,

BETWEEN:

DIAGNOSTIC CHEMICALS LIMITED, a
corporation existing under the laws of the Province of
Prince Edward Island,

("DCL"),

OF THE FIRST PART

– and –

DIAGNOSTIC CHEMICALS LIMITED (USA), a
corporation existing under the laws of the State of
Connecticut,

("DCL USA"),

(DCL and DCL USA, collectively, the "Vendors"),

OF THE SECOND PART

– and –

GENZYME DIAGNOSTICS P.E.I. INC., a
corporation existing under the laws of Canada

("GDPEI"),

OF THE THIRD PART

– and –

GENZYME CORPORATION, a corporation existing
under the laws of the Commonwealth of Massachusetts,

("Genzyme"),

OF THE FOURTH PART

(GDPEI and Genzyme, collectively, the "Purchasers").

WHEREAS DCL, through its diagnostics division, engages in the business of,
inter alia, developing, producing, and marketing chemistry reagents;

AND WHEREAS DCL owns, directly or indirectly, all of the issued and outstanding
shares of DCL USA, which is primarily engaged in said diagnostics business;

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AND WHEREAS GDPEI is a wholly-owned subsidiary of Genzyme;

AND WHEREAS GDPEI wishes to acquire substantially all the assets of the diagnostic division of DCL, and DCL wishes to sell substantially all the assets of the diagnostic division to GDPEI;

AND WHEREAS Genzyme wishes to acquire substantially all the assets of DCL USA, and DCL USA wishes to sell substantially all its assets to Genzyme;

NOW THEREFORE THE PARTIES HEREBY AGREE THAT in consideration of the respective covenants, agreements, representations, warranties and indemnities of the parties herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Defined Terms

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings specified or referred to below and grammatical variations of such terms shall have corresponding meanings:

“**Absent Employee**” has the meaning set out in section 8.8(b);

“**Act**” means the *Companies Act* (Prince Edward Island) as in effect on the date hereof;

“**Acquisition Proposal**” means any merger, amalgamation, plan of arrangement, arrangement, recapitalization, liquidation, dissolution, share exchange, purchase of any assets representing on a fair market value basis 20% or more of the share capital of DCL, or a Subsidiary, as the case may be, on the date the proposal in respect of such acquisition is made, in a single transaction or a series of related transactions (or any lease, long term supply agreement or other arrangement having the same economic effect as a material sale of assets), any acquisition of beneficial ownership of 20% or more of the shares of DCL, or the shares of any of the Subsidiaries (or rights or interests therein or thereto), in a single transaction or a series of related transactions or similar transactions involving DCL and/or its Subsidiaries or any other business combination transaction of any kind or nature, or a proposal or offer to do so, or any amendment or modification or proposed amendment or modification of any of the foregoing;

“**Affiliated**” has the meaning given to that term in the Act at Section 1.1;

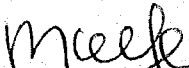
“**Agreement**” means this Asset Purchase Agreement and all amendments made in writing by the parties hereto, “herein” and similar expressions mean and refer to this Agreement and not to any particular Article, section, subsection or Schedule;

“**Assets**” has the meaning set out in section 2.1;

- (ix) *Intellectual Property.* All trade or brand names, business names, trade marks, trade mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, patents, patent registrations and applications and other patent rights (including any patents issued on such applications or rights), trade secrets, proprietary manufacturing information and know-how, equipment and parts lists and descriptions, instruction manuals, lab notebooks, inventions, inventors' notes, research data, unpatented blue prints, drawings and designs, formulae, processes, technology and other intellectual property, together with all rights under licences, technology transfer agreements and other agreements or instruments relating to any of the foregoing (collectively, "**Intellectual Property**"), including, without limitation, the trade marks, copyrights, patents, licences and agreements described in Schedule 9;
 - (x) *Books and Records.* All books and records (other than those required by law to be retained by the Vendors, copies of which will be made available to the Purchasers) relating to the Purchased Business, including without limitation, customer lists, sales records, price lists and catalogues, sales literature, advertising material, manufacturing data, production records, employee manuals, personnel records for Transferred Employees (if written consent is obtained from the Transferred Employees), supply records, inventory records, records relating to the Leased Property or the Real Property and correspondence files (together with, in the case of any such information that is stored electronically, the media on which the same is stored); and
 - (xi) *Goodwill.* All goodwill, together with the exclusive right for the Purchasers to represent themselves as carrying on the Purchased Business in succession to the Vendors and the right to use any words indicating that the Purchased Business is so carried on as part of the name or style under which the Purchased Business or any part thereof is carried on by the Purchasers.
- (b) The Assets shall not include any of the following property and assets (collectively, the "**Excluded Assets**"):
- (i) *Cash.* All cash on hand or in banks or other depositories;
 - (ii) *Shares.* All shares in the capital of DCL USA and DCL Mexico;
 - (iii) *DCL Mexico.* All assets of DCL Mexico;

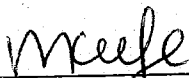
IN WITNESS WHEREOF this Agreement has been executed by the parties.

DIAGNOSTIC CHEMICALS LIMITED

By: 

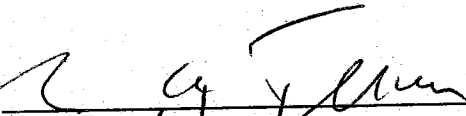
Ronald J. Keefe
President and CEO

DIAGNOSTIC CHEMICALS LIMITED (USA)

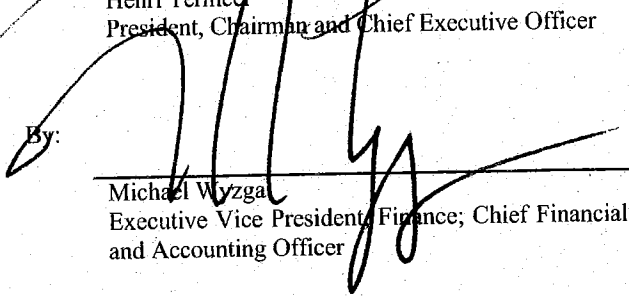
By: 

Ronald J. Keefe
President and CEO

GENZYME DIAGNOSTICS P.E.I. INC.

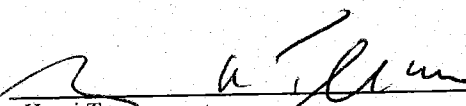
By: 

Henri Termeer
President, Chairman and Chief Executive Officer

By: 

Michael Wyzga
Executive Vice President, Finance; Chief Financial
and Accounting Officer

GENZYME CORPORATION

By: 

Henri Termeer
President

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Schedule 9
Intellectual Property

Trademarks:

1. DCL; Canada – TMA 465,094;
2. DCL; US - #1,910,945; #1.909.620;
3. DCL; (logo) Mexico;
4. DCL; Japan - #885900, #882341;
5. DCLARE; European - #000676643, Japanese; US #2,336502;
6. ImmunoDip; US - #3361494, 2,261,493, #2,261,494, European #000673269; Japanese #500,269;
7. L3K;
8. L3K; US - #2,674,170
9. HDL Advance; US - #3,069,790;
10. HDL Advance; Canada - TMA 636,119;
11. LDL Advance; US -#3,172,817;
12. LDL Advance; Canada - TMA 690,710; and
13. Right to use FERENE; US #1,358,706;

Patents:

1. U.S. Patent No. 6,001,658;
2. U.S. Patent No. 5,656,502;
3. Japanese Patent No. 3042544;
4. European Patent No. 0830206 (valid in France, Germany, Great Britain, Ireland, and Italy).

Licenses/Agreements: List included in Schedule 6.

Service Marks:

1. It's all about the right chemistry.

Internal Memorandums concerning Intellectual Property Issues:

1. Immunochromatographic Strip Patent Summary, John Bradley, dated December 19, 2002 (enclosed); and
2. Inverness Medical IP Portofolio, James Monthony, dated October 29, 2004 (enclosed).