

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quidel Corporation		10/08/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	2001 Clayton Blvd., Building B
Internal Address:	Mail Code: CA4-702-02-25 Attn: Monitoring and Compliance
City:	Concord
State/Country:	CALIFORNIA
Postal Code:	94520-2405
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2858136	METRA
Registration Number:	2970418	GII
Registration Number:	3134897	RUB 'N READ
Registration Number:	2760146	QUICKVUE ADVANCE
Registration Number:	2952356	LTF
Registration Number:	2749808	QUICKVUE+
Registration Number:	2246613	SEMI-Q
Registration Number:	3397700	ONE VISIT. ONE TEST. ONE TIME.
Registration Number:	2103404	QUICKVUE IN-LINE
Registration Number:	2015305	QUIDEL
Registration Number:	1932393	RAPIDVUE
Registration Number:	1777007	QUICKVUE
Registration Number:	1595172	OVUKIT

CH \$540.00 2858136

Registration Number:	2131718	
Registration Number:	1361265	QUIDEL
Registration Number:	3426296	QUICKVUE
Serial Number:	78521973	RESEARCH TO RAPIDS
Serial Number:	77240709	LIT
Serial Number:	77240648	LAB IN A TUBE
Serial Number:	77405521	QUICKVUE FIT
Serial Number:	77385811	TEST AND TREAT TODAY!

CORRESPONDENCE DATA

Fax Number: (213)430-6407

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

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	CM# 019,368-1126
NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	10/10/2008

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, **QUIDEL CORPORATION**, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of October 8, 2008 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), U.S. Bank N.A., as Syndication Agent and Bank of America, N.A., as Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, any Loan Party (as defined in the Credit Agreement) may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Secured Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Banks**”);

WHEREAS, any Loan Party (as defined in the Credit Agreement) may from time to time enter, or may from time to time have entered, into one or more cash management agreement (collectively, the “**Secured Cash Management Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Cash Management Agreements are entered into (in such capacity, collectively, “**Cash Management Banks**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 8, 2008 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”) to secure the Secured Obligations (as defined in the Security Agreement):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious

business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

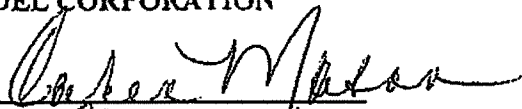
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of October, 2008.

QUIDEL CORPORATION

By: 
Name: CAROL MASON
Title: PRESIDENT/CEO

Grant of Trademark Interest

TRADEMARK
REEL: 003869 FRAME: 0160

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

	Registered Owner	Reg. Number	Word Mark	Registration Date
1	Quidel Corporation	2858136	METRA	June 29, 2004
2	Quidel Corporation	2970418	GII	July 19, 2005
3	Quidel Corporation	3134897	RUB 'N READ	September 23, 1997
4	Quidel Corporation	2760146	QUICKVUE ADVANCE	September 2, 2003
5	Quidel Corporation	2952356	LTF	May 17, 2005
6	Quidel Corporation	2749808	QUICKVUE+	August 12, 2003
7	Quidel Corporation	2246613	SEMI-Q	May 18, 1999
8	Quidel Corporation	3397700	ONE VISIT, ONE TEST, ONE TIME	March 18, 2008
9	Quidel Corporation	2103404	QUICKVUE IN-LINE	October 7, 1997
10	Quidel Corporation	2015305	QUIDEL	November 12, 1996
11	Quidel Corporation	1932393	RAPIDVUE	October 31, 1995
12	Quidel Corporation	1777007	QUICKVUE	June 15, 1993
13	Quidel Corporation	1595172	OVUKIT	May 8, 1990
14	Quidel Corporation	2131718	TEST DEVICE CONFIGURATION & DESIGN	January 27, 1988
15	Quidel Corporation	1361265	QUIDEL	September 24, 1985
16	Quidel Corporation	3426296	QUICKVUE	May 18, 2008

Pending Trademarks:

	Registered Owner	Serial Number	Word Mark	Filing Date
17	Quidel Corporation	78521973	RESEARCH TO RAPIDS	November 23, 2004
18	Quidel Corporation	77240709	LIT	September 27, 2007
19	Quidel Corporation	77240648	LAB IN A TUBE	July 27, 2007
20	Quidel Corporation	77405521	QUICKVUE FIT	February 25, 2008
21	Quidel Corporation	77385811	TEST AND TREAT TODAY	January 31, 2008

Schedule A-1

LA3:1151547.2

RECORDED: 10/10/2008

TRADEMARK
REEL: 003869 FRAME: 0161