

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trinity Biotech Manufacturing Limited		05/04/2010	COMPANY: IRELAND

**RECEIVING PARTY DATA**

<b>Name:</b>	TCOAG IRELAND LIMITED
<b>Street Address:</b>	70 Sir John Rogerson's Quay
<b>City:</b>	Dublin 2
<b>State/Country:</b>	IRELAND
<b>Entity Type:</b>	COMPANY: IRELAND

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3738588	TRINICHECK
Registration Number:	3681956	TRINICAL
Registration Number:	3681954	TRINICHROM
Registration Number:	3681953	TRINICLOT
Registration Number:	3681955	TRINILIA
Registration Number:	3681957	TRINILIZE

**CORRESPONDENCE DATA**

Fax Number: 2022937860  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2022937060  
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 Correspondent Name: LEIGH ANN LINDQUIST/SUGHRUE MION, PLLC  
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OP \$165.00 3738588

ATTORNEY DOCKET NUMBER:	D3119
<b>DOMESTIC REPRESENTATIVE</b>	
Name: LEIGH ANN LINDQUIST/SUGHRUE MION, PLLC Address Line 1: 2100 PENNSYLVANIA AVENUE, N.W. Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20037	
NAME OF SUBMITTER:	Leigh Ann Lindquist
Signature:	/leigh ann lindquist/
Date:	11/07/2012
Total Attachments: 7 source=D3119 assignment doc#page1.tif source=D3119 assignment doc#page2.tif source=D3119 assignment doc#page3.tif source=D3119 assignment doc#page4.tif source=D3119 assignment doc#page5.tif source=D3119 assignment doc#page6.tif source=D3119 assignment doc#page7.tif	

**DATED 4 MAY 2010**

**(1) TRINITY BIOTECH MANUFACTURING LIMITED  
(2) TRINITY BIOTECH MANUFACTURING SERVICES LIMITED  
AND  
(2) TCOAG IRELAND LIMITED**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

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**MATHESON ORMSBY PRENTICE**

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Dublin 2  
Ireland

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Cas: GKE/651921/2

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**THIS INTELLECTUAL PROPERTY ASSIGNMENT** made 4 May 2010 (the "**Assignment**")

**BETWEEN:**

**TRINITY BIOTECH MANUFACTURING LIMITED**, an Irish company (Registration No. 239206) whose registered office is at Bray Business Park, Bray, Co. Wicklow;

**TRINITY BIOTECH MANUFACTURING SERVICES LIMITED**, an Irish company (Registration No. 406224) whose registered office is at IDA Business Park, Bray, Co. Wicklow;

(Collectively the "**Assignors**"); and

**TCOAG IRELAND LIMITED**, an Irish company (Registration No. 482053) whose registered office is at 70 Sir John Rogerson's Quay, Dublin 2 (the "**Assignee**").

**RECITALS**

- A. The Assignors are respectively the owners of the Transferred IP (as defined below).
- B. Pursuant to the Purchase and Sale Agreement (as defined below), the Assignors agreed to assign and do hereby assign to the Assignee all their property, right, title and interest in and to the Transferred IP (as defined below) on the terms set out in this Assignment.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-**

**1 DEFINITIONS**

"Intellectual Property"	means discoveries, concepts, ideas and improvements to existing technology whether or not written down or otherwise converted to tangible form, patents, designs, trade marks, trade names, goodwill, copyrights, all rights in inventions, designs, processes, formulae, notations, improvements, goodwill, reputation, moulds, get-up, computer programmes and analogous property, plans, models, literary, dramatic, musical and artistic works and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof) and all applications for registration thereof and all rights and interests, thereto and therein in any part of the world;
"Parent"	means Stago International S.A.S., the parent company of the Assignee;
"Purchase and Sale Agreement"	means the Purchase and Sale Agreement entered into between, inter alia, Trinity Biotech Manufacturing Limited and the Parent dated 10 March 2010;
"Registered IP"	means the registered trade marks and patents brief particulars of which are set out at Schedule A to this Assignment;

"Transferred IP" means the Registered IP and the Unregistered IP;

"Unregistered IP" means all unregistered Intellectual Property forming part of or relating to the Business Assets (as defined in the Purchase and Sale Agreement) including but not limited to the following unregistered trade marks:

- (a) DESTINY ™
- (b) DESTINY PLUS ™
- (c) DESTINY MAX ™
- (d) DESTINY JUNIOR ™

## 2 ASSIGNMENT

2.1 In consideration of Trinity Biotech Manufacturing Limited and the Parent entering into the Purchase and Sale Agreement and of the amounts payable by the Parent thereunder in accordance with the Agreed Allocation Schedule (as defined in the Purchase and Sale Agreement) and other good and valuable consideration, the Assignors as legal and beneficial owners hereby assign to the Assignee its successors and assigns absolutely and free from all liens, charges and encumbrances or any other adverse right or interest

- (a) all the Assignors' property, right, title and interest in and to the Transferred IP; **TOGETHER** with
- (b) the goodwill and Intellectual Property associated with the Transferred IP and the benefit of any use of the Transferred IP; and
- (c) all the rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement of the Transferred IP and/or any violation of any common law rights (whether past, present or future) in connection with the Transferred IP

**TO HOLD, USE, EXERCISE AND ENJOY** the same unto the Assignee, its successors and assigns absolutely for the whole period of such rights for the time being capable of being assigned by the Assignors.

2.2 To the extent that the Assignors cannot assign any Intellectual Property to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be waived and shall not be exercised against the Assignee or its successors in title.

## 3 FURTHER ASSURANCE

3.1 The Assignors will, upon written request and at the sole cost and expense of the Assignors execute all such further assignments, transfers, deeds, documents or other assurances and to do all further acts and things as the Assignee may require in order to enable the Assignee to become registered as the proprietor or owner of the Transferred IP and otherwise to secure the benefit of all rights in the Transferred IP assigned under this Assignment.

3.2 Notwithstanding the generality of Clause 3.1 above, the Assignors shall, upon written request by the Assignee and at the sole cost and expense of the Assignors promptly and in any event no later than fourteen (14) days following the date of the request from the Assignee:



**SCHEDULE A**

**Registered IP**

US	2534489	MINIQUANT	29 Jan 2002	Registered	10	TRINITY BIOTECH MANUFACTURING LIMITED
US	1600638	MINUTEX	12 Jun 1990	Registered	10	TRINITY BIOTECH MANUFACTURING LIMITED
US	1600163	MINUTEX	12 Jun 1990	Registered	1	TRINITY BIOTECH MANUFACTURING LIMITED
US	2757763	SPECTROLYSE	2 Sept 2003	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
US	1592653	TINTELIZE	24 Apr 1990	Registered	1	TRINITY BIOTECH MANUFACTURING LIMITED
EU	6069439	TRINICAL	4 July 2007	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
EU	6069249	TRINICHECK	4 July 2007	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
EU	6069173	TRINICHRUM	4 July 2007	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
EU	6069066	TRINICLOT	4 July 2007	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
EU	6069207	TRINILIA	4 July 2007	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
EU	6069504	TRINILIZE	4 July 2007	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
US	3681956	TRINICAL	15 Sept 2009	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED



US	3738588	TRINICHECK	17 Dec 2007	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
US	3681954	TRINICHROM	15 Sept 2009	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
US	3681953	TRINICLOT	15 Sept 2009	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
US	3681955	TRINILIA	15 Sept 2009	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
US	3681957	TRINILIZE	15 Sept 2009	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED
FRANCE	2012443	VERICAL	29 Oct 1996	Registered	5	TRINITY BIOTECH MANUFACTURING LIMITED