

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428129

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rapid Pathogen Screening, Inc.		05/16/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quidel Corporation		
<b>Street Address:</b>	12544 High Bluff Drive, Suite 200		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86098847	ADENOGEN	
<b>Registration Number:</b>	4106442	RPS INFLAMMADRY DETECTOR	
<b>Registration Number:</b>	4400234	INFLAMMADRY	
<b>Registration Number:</b>	4305076	ADENOPLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585093691		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(858) 720-8900		
<b>Email:</b>	dmtmdocketing@sheppardmullin.com		
<b>Correspondent Name:</b>	Lisa M. Martens		
<b>Address Line 1:</b>	12275 El Camino Real, Suite 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130-2006		
<b>ATTORNEY DOCKET NUMBER:</b>	045g-220803		
<b>NAME OF SUBMITTER:</b>	Lisa M. Martens		
<b>SIGNATURE:</b>	/Lisa M. Martens/		
<b>DATE SIGNED:</b>	05/18/2017		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of May 16, 2017 (the "Effective Date") by RPS Diagnostics, Inc., a Delaware corporation ("RPS") and Rapid Pathogen Screening, Inc., a Delaware corporation (the "Company" and together with RPS, the "Assignor"), to and for the benefit of Quidel Corporation, a Delaware corporation ("Assignee"). This Assignment is made pursuant to that certain Asset Purchase Agreement, dated as of May 4, 2017 by among, RPS, the Company, Assignee and ROS Acquisition Offshore LP (the "Purchase Agreement").

NOW THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. Grant and Assignment of Marks. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee, and Assignee hereby accepts from Assignor, free and clear of any and all security interests, liens, or adverse claims, all right, title, and interest in and to those certain registered and unregistered trademarks, service marks and trade names, including any pending applications therefor, listed in Exhibit A attached hereto (collectively, the "Marks"), together with the goodwill of the Marks, all common law trademark rights pertaining thereto, and all common law copyrights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Marks or copyrights, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives. Assignor does hereby further sell, transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to the Marks in any country foreign to the United States of America. This Assignment is made pursuant to the Purchase Agreement which simultaneously transfers all the rights to make, use and sell the goods sold under the Marks held by the Assignor to the Assignee such that the Marks are transferred with the goodwill associated the business in which the Marks are used in compliance with 15 U.S.C. §1060.

2. Further Assurances. Assignor shall, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the assignments contemplated hereby, including any actions or documents required by any applicable registrar or governmental body to document the assignments contemplated hereby or as may be necessary to protect, secure and vest good, valid and marketable title to the Marks and related rights in Assignee.

3. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, any officer of any country or countries foreign to the United States, and any other state, provincial or local governmental authority whose duty it is to register or issue the Marks, or other evidence or forms of intellectual property protection, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

Assignor:

RPS DIAGNOSTICS, INC.

By: 

Name: ROBERT J. BUCKLEY

Title: CEO and President

RAPID PATHOGEN SCREENING, INC.

By: 

Name: ROBERT J. BUCKLEY

Title: CEO and President

*[Signature Page to Trademark Assignment]*

**TRADEMARK**

**REEL: 006063 FRAME: 0151**

Exhibit A

Marks

Docket #	Mark	Filing Date	Reg. No./Ser. No.	Reg. date	Due dates
RP2-56	Adenogen	10/23/13	86/098,847	Pending	5/13/17
RP2-30	RPS Inflammadry Detector	9/28/10	4,106,442	2/28/12	2/28/18
RP2-43	Inflammadry	3/28/13	4,400,234	9/10/13	9/10/19
RP2-48	AdenoPlus	7/25/12	4,305,076	3/19/13	3/19/19