

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quidel Corporation		10/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	10623 NE 68th Street		
Internal Address:	WA3-132-01-01		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	4147342	AMPLIVUE	
Registration Number:	3265816	BIOHELIX	
Registration Number:	3283566	ISOAMP	
Registration Number:	4633388	KINETIC	
Serial Number:	86057174	KINETIC CHECK	
Registration Number:	4655329	LYRA	
Registration Number:	3397700	ONE VISIT. ONE TEST. ONE TIME.	
Registration Number:	3426296	QUICKVUE	
Registration Number:	2103404	QUICKVUE IN-LINE	
Registration Number:	2749808	QUICKVUE+	
Registration Number:	5110309	QUIDEL	
Registration Number:	2015305	QUIDEL	
Registration Number:	5124615	Q QUIDEL	
Registration Number:	3394456	QVB	
Registration Number:	3621722	QVB · QUIDEL · VALUE · BUILD	
Registration Number:	3738898	RESEARCH TO RAPIDS	
Registration Number:	3577864	RESEARCH TO RAPIDS	
Registration Number:	4212977	SOFIA	

OP \$840.00 4147342

Property Type	Number	Word Mark
Registration Number:	4110272	SOFIA
Registration Number:	4814038	SOLANA
Registration Number:	3533510	TEST AND TREAT TODAY!
Registration Number:	2131718	
Registration Number:	4732296	VIRENA
Registration Number:	1361265	QUIDEL
Registration Number:	4983563	SAVANNA
Serial Number:	87015926	SOFIA
Registration Number:	5136921	SOFIA
Serial Number:	87273801	QUICKVUER
Serial Number:	87273782	SAVANNA
Serial Number:	87473849	COMMUNIDY
Registration Number:	4305076	ADENOPLUS
Registration Number:	4400234	INFLAMMADRY
Registration Number:	4106442	RPS INFLAMMADRY DETECTOR

CORRESPONDENCE DATA

Fax Number: 7044448857

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.

Phone: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Terry L. Witcher, Paralegal

SIGNATURE: /s/ Terry L. Witcher

DATE SIGNED: 10/06/2017

Total Attachments: 6

source=Trademark Security Interest - Quidel Corporation#page1.tif

source=Trademark Security Interest - Quidel Corporation#page2.tif

source=Trademark Security Interest - Quidel Corporation#page3.tif

source=Trademark Security Interest - Quidel Corporation#page4.tif

source=Trademark Security Interest - Quidel Corporation#page5.tif

source=Trademark Security Interest - Quidel Corporation#page6.tif

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, Quidel Corporation, a Delaware corporation (“Borrower”), has entered into that certain Credit Agreement dated as of October 6, 2017 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, 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”), and Bank of America, N.A., as Administrative 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 Borrower; 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 that certain Security Agreement dated as of October 6, 2017 (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, 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.

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

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 day of October 6, 2017.

GRANTOR:

QUIDEL CORPORATION

By: Robert Bujalski
Name: Robert Bujalski
Title: SIP Business Development and
General Counsel

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademark Name	Owner Name	Country Name	App Number	Reg Number	File Date	Reg Date
AMPLIVUE	Quidel Corporation	United States of America	85/140,233	4,147,342	9/28/2010	5/22/2012
BIOHELIX & Design	Quidel Corporation	United States of America	78/528,377	3,265,816	12/7/2004	7/17/2007
ISOAMP	Quidel Corporation	United States of America	78/572,919	3,283,566	2/23/2005	8/21/2007
KINETIC & Design	Quidel Corporation	United States of America	85/967,037	4,633,388	6/21/2013	11/4/2014
KINETIC CHECK	Quidel Corporation	United States of America	86/057,174		9/5/2013	
LYRA	Quidel Corporation	United States of America	86/138,899	4,655,329	12/9/2013	12/16/2014
ONE VISIT. ONE TEST. ONE TIME.	Quidel Corporation	United States of America	77/216,826	3,397,700	6/27/2007	3/18/2008
QUICKVUE	Quidel Corporation	United States of America	77/267,312	3,426,296	8/29/2007	5/13/2008
QUICKVUE IN-LINE	Quidel Corporation	United States of America	75/183,365	2,103,404	10/18/1996	10/7/1997
QUICKVUE+	Quidel Corporation	United States of America	76/415,283	2,749,808	6/5/2002	8/12/2003
QUIDEL	Quidel Corporation	United States of America	86/445,815	5,110,309	11/5/2014	12/27/2016
QUIDEL	Quidel Corporation	United States of America	75/005,998	2,015,305	10/13/1995	11/12/1996
QUIDEL & Q Logo Design	Quidel Corporation	United States of America	86/088,768	5,124,615	10/10/2013	1/17/2017

Trademark Name	Owner Name	Country Name	App Number	Reg Number	File Date	Reg Date
QVB	Quidel Corporation	United States of America	77/215,638	3,394,456	6/26/2007	3/11/2008
QVB QUIDEL·VALUE·BUILD & Color Design	Quidel Corporation	United States of America	77/431,351	3,621,722	3/25/2008	5/19/2009
RESEARCH TO RAPIDS	Quidel Corporation	United States of America	77/637,900	3,738,898	12/22/2008	1/19/2010
RESEARCH TO RAPIDS	Quidel Corporation	United States of America	78/521,973	3,577,864	11/23/2004	2/17/2009
SOFIA	Quidel Corporation	United States of America	85/484,861	4,212,977	12/1/2011	9/25/2012
SOFIA	Quidel Corporation	United States of America	85/314,356	4,110,272	5/6/2011	3/6/2012
SOLANA	Quidel Corporation	United States of America	86/298,951	4,814,038	6/3/2014	9/15/2015
TEST AND TREAT TODAY!	Quidel Corporation	United States of America	77/385,811	3,533,510	1/31/2008	11/18/2008
Test Device Trade Dress	Quidel Corporation	United States of America	75/052,787	2,131,718	1/30/1996	1/27/1998
VIRENA	Quidel Corporation	United States of America	86/036,830	4,732,296	8/13/2013	5/5/2015
QUIDEL	Quidel Corporation	United States of America	73/502,975	1,361,265	10/9/1984	9/24/1985
SAVANNA	Quidel Corporation	United States of America	85/984,139	4983563	10/18/2012	6/21/2016
SOFIA	Quidel Corporation	United States of America	87/015,926		4/27/2016	
SOFIA	Quidel Corporation	United States of America	87/075,624	5,136,921	6/17/2016	2/7/2017

Trademark Name	Owner Name	Country Name	App Number	Reg Number	File Date	Reg Date
QUICKVUER	Quidel Corporation	United States of America	87/273,801		12/19/2016	
SAVANNA	Quidel Corporation	United States of America	87/273,782		12/19/2016	
COMMUNIDY	Quidel Corporation	United States of America	87/473,849		6/2/2017	
ADENOPPLUS	Quidel Corporation	United States of America	85/686,361	4,305,076	7/25/2012	3/19/2013
INFLAMMADRY	Quidel Corporation	United States of America	85/889,309	4,400,234	3/28/2013	9/10/2013
RPS INFLAMMADRY DETECTOR	Quidel Corporation	United States of America	85/139,609	4,106,442	9/28/2010	2/28/2012