

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
THE COMMON SERVICES AGENCY		07/26/2007	STATUTORY BODY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	DALGLEN (NO. 1062) LIMITED		
Street Address:	310 ST. VINCENT STREET		
City:	GLASGOW		
State/Country:	UNITED KINGDOM		
Postal Code:	G2 5QR		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76668476	ALBA Q-CHEK	
Serial Number:	76514111	QUANT-RHO	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 344 4000		
Email:	Trademarkdocket@Venable.com, JFSatterthwaite@Venable.com, PJWyles@Venable.com		
Correspondent Name:	JANET F. SATTERTHWAITE		
Address Line 1:	VENABLE LLP		
Address Line 2:	P.O. Box 34385		
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20043-9998		
ATTORNEY DOCKET NUMBER:	28657-189475 & 238096		
DOMESTIC REPRESENTATIVE			

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Name: Janet F. Satterthwaite
Address Line 1: VENABLE
Address Line 2: P.O. Box 34385
Address Line 4: Washington, DISTRICT OF COLUMBIA 20043-9998

NAME OF SUBMITTER:	Janet F. Satterthwaite
Signature:	/Janet F. Satterthwaite/
Date:	05/01/2008

Total Attachments: 6
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SHEPHERD+ WEDDERBURN

TRADE MARK ASSIGNATION

between

THE COMMON SERVICES AGENCY

and

DALGLEN (NO.1062) LIMITED

S3667.4-01 2240587_B Short Form Trade Mark Assignment to Alba Purchaser Final Version 25.07.07 EOM

TRADEMARK
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TRADE MARK ASSIGNATION

by

- (1) **THE COMMON SERVICES AGENCY** for the National Health Service in Scotland, a body corporate constituted pursuant to the National Health Service (Scotland) Act 1978 (as amended) and having its principal office at Gyle Square, Edinburgh EH12 9EB acting through its division, the Scottish National Blood Transfusion Service including all statutory successors thereof and all permitted assignees thereof ("**the Assignor**"); and

In favour of

- (2) **DALGLEN (NO. 1062) LIMITED** a company incorporated in Scotland (registered number SC310584) whose registered office is at 310 St Vincent Street, Glasgow, G2 5QR ("**the Assignee**").

WHEREAS :-

- (A). The Assignor is the proprietor of the registered trade marks listed in the Schedule; and
- (B). By the Sale Agreement (as defined below) the Assignor has agreed to assign the Trade Mark(s) to the Assignee on the terms set out below.

THE PARTIES AGREE AS FOLLOWS:-

1. Definitions

Unless the context otherwise provides, the words and expressions used in this Agreement shall have the following meanings:-

"Effective Date" means the date of completion of the Sale Agreement notwithstanding the date or dates of execution of this Agreement;

"Schedule" means the Schedule which is annexed to and forms part of this Agreement;

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"Sale Agreement" means the agreement for the sale and purchase of the business and assets of Alba Bioscience between the Assignor and the Assignee dated of even date herewith; and

"Trade Mark(s)" means the registered trade marks and trade mark applications set out in the Schedule.

2. Consideration and Assignment

- 2.1 In consideration of the obligations undertaken by the Assignee pursuant to the Sale Agreement, the Assignor, with effect from the Effective Date, hereby assigns to the Assignee its whole right, title and interest in and to the Trade Marks including without limitation:
- 2.1.1 all the rights, powers, privileges and immunities conferred on the proprietor of the Trade Mark(s) (including the right to pursue applications and registrations thereof throughout the world); and
 - 2.1.2 the right to take opposition proceedings against third parties and all rights of action, actual or contingent in respect of any past, existing or future infringement of the Trade Mark(s) including the right to sue for, recover and retain damages and the right to sue for and take all such proceedings as may be necessary for the recovery of other remedies.

3. Further Assurances

- 3.1 The Assignee will, at the Assignee's cost, arrange for the change of ownership of the Trade Marks effected by this Agreement to be recorded at the relevant registries.
- 3.2 The Assignor hereby agrees, at the request and expense of the Assignee, to execute such further documents and do such further acts as may be necessary to give full effect to the terms of this Agreement.

4. Cost of Registration

- 4.1 The Assignee shall pay the costs of registering this Agreement and translating, obtaining and registering such other documentation as any registry may require.
- 4.2 With effect from the Effective Date:

- 4.2.1 the Assignee shall pay the prosecution, maintenance and renewal costs associated with the Trade Marks and any trade mark attorney fees in relation to the foregoing;
- 4.2.2 the Assignor shall have no obligation to maintain the registrations of the Trade Marks or to pay renewal fees which fall due after the Effective Date; and
- 4.2.3 the Assignor should have no liability to the Assignee if any Trade Marks lapse or are acquired by a third party due to a failure to maintain any relevant registrations after the Effective Date.

5. **Applicable Law**

This Agreement shall be governed by and construed in accordance with the law of Scotland and the parties hereby each submit to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding three pages and the Schedule are executed as follows

Subscribed for and on behalf of the COMMON SERVICES AGENCY by

Authorised Signatory at Edinburgh on the 26th day of July, 2007

[Signature]
Authorised Signatory

before the following witness:

Witness.....
Print Name... KEITH THOMPSON
Address... 115 CAIXSIDE
EDINBURGH EH10 7JH

Subscribed for and on behalf of DALGLEN (NO 1062) LIMITED by D.J.P.E. COWAN

Director/Secretary/Authorised Signatory at Glasgow on the 26th day of July 2007

[Signature]
Director/Secretary/Authorised Signatory

before the following witness:

Witness.....
Print Name... TIMOTHY BIRD
Address... 52 Bedford Row
London

SCHEDULE OF TRADEMARKS

QUANT-RHO

Serial No. 76514111

Registration No. 2980428

ALBA Q-CHEK

Serial No. 76668476

Registration No. 3376763