

11-02-1998

MRD 10.19.98



To the Hon. Commissioner of Patents & Trademarks

Final documents or copy thereof.

100865761

1. Name of conveying party(ies):

Name and address of receiving party(ies)

Baxter Healthcare, Inc. aka Baxter Travenol Laboratories, Inc.

Name Bit Acquisition Corp.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Internal Address: \_\_\_\_\_

Street Address: 9 Parker

City: Irvine State CA ZIP 92618

Additional name of conveying party attached?  Yes  No

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation - State Delaware
- Other \_\_\_\_\_

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) and address(es) attached?  Yes  No

Execution Date: December 17, 1997

4. Application number(s) or registration numbers:

A. Trademark Application No.(s)

B. Trademark No.(s)  
1,466,274

Additional numbers attached?  Yes  No

5. Name and address party to whom correspondence concerning document should be mailed:

Oppenheimer Wolff & Donnelly LLP  
2029 Century Park East, 5th fl.  
Los Angeles State CA ZIP 90067

Attn: Barbara Quinn

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) ..... \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account number:

16-2230

(Attach duplicate copy of this page if paying by deposit account)

10/30/1998 SBURNS 00000081 1466274  
01 FC:481 40.00 SP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Barbara Quinn  
Name of Person Signing

Barbara Quinn  
Signature

10/16/98  
Date

Total number of pages including cover sheet, attachments, and document: 4

## ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

THIS ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS (this "Assignment") is made and entered into this 17<sup>th</sup> day of December, 1997, by and between BAXTER INTERNATIONAL INC., a Delaware corporation ("Assignor"), and BIT ACQUISITION CORP., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the U.S. trademarks and trademark applications listed on Exhibit A attached hereto, together with all U.S. federal and state registrations and applications therefor and all U.S. common law rights thereto (collectively, the "Trademarks and Trademark Applications"); and

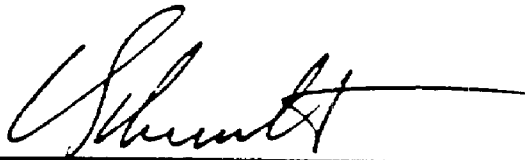
WHEREAS, pursuant to the Asset Purchase Agreement, dated October 10, 1997, among Assignor's wholly-owned subsidiary, Baxter Healthcare Corporation, a Delaware corporation, VIMRx Pharmaceuticals Inc., a Delaware corporation ("VIMRx"), and Assignee, Assignor desires to sell, assign and transfer to Assignee all of its right, title and interest in and to the Trademarks and Trademark Applications, and Assignee is desirous of acquiring the same.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee and VIMRx, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and Trademark Applications and all common law rights thereto, together with the goodwill of Assignor's business symbolized by the Trademarks and Trademark Applications, all continuations, in whole or in part, divisions, reissues, renewals and extensions of any of such Trademarks and Trademark Applications as of the date hereof, and all rights to sue for and collect for past infringement thereof. Assignor does further consent to the recordation of this Assignment by

Assignee with the Commissioner of Patents and Trademarks of the United States and with any other appropriate U.S. federal or state agency.


IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

BAXTER INTERNATIONAL INC.

By:   
Title: Victor W. Schmitt  
President, Venture Management  
Baxter Healthcare Corporation

State of Illinois     )  
County of Cook     )

On this 16th day of December, 1997, before me appeared Victor W. Schmitt, the person who signed this instrument on behalf of Baxter International Inc., who acknowledged that he/she signed it on behalf of the identified corporation as Designee of the identified corporation and pursuant to authority duly received.

  
Notary Public



U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	OWNER	COUNTRY	STATUS	REGISTRATIO NUMBER
Isolex	Baxter International	United States	Registered	74/425
Max Sep	Baxter International	United States	Registered	74/433
Immunothera py	Baxter International	United States	Common Law Rights	
LifeCell*	Baxter International	United States	Registered	1466
Cryocyte	Baxter International	United States	Common Law Rights	
Harvester	Baxter International	United States	Common Law Rights	
PR34+	Baxter International	United States	Pending	75/260
*Subject to any existing licenses, including use by Mediatech, Inc. and Flo Machine, Inc.				

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