

07-20-1999



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R SHEET

Attorney's Docket No. 026592-001

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

63-11-7
MED

1. Name of conveying party(ies):

Genpharm International, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership

Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: _____

Execution Date: June 15, 1999

2. Name and address of receiving party(ies):

Name: Taconic Farms, Inc.

Address: 273 Hover Avenue
Germantown, New York 12526

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- Other _____

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) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,777,372

Additional numbers attached? Yes No

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

Name: William H. Benz, Esq.

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800



DO NOT USE THIS SPACE

06-18-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #30

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.

William H. Benz
Name of Person Signing

William H. Benz
Signature

June 15, 1999
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

07/19/1999 DNGUYEN 00000255 1777372

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40.00 OP

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (hereinafter referred to as "this Agreement"), made and entered into this 12 day of July, 1995 by and between TACONIC FARMS, INC., a New York corporation (hereinafter referred to as "Purchaser"), whose address is 273 Hover Avenue, Germantown, New York 12526, and GENPHARM INTERNATIONAL, INC., a California corporation (hereinafter referred to as "Seller"), whose address is 297 North Bernardo Avenue, Mountain View, California 94043,

WITNESSETH THAT:

WHEREAS, Seller has for several years been conducting a commercial transgenic animal model production and distribution business (the "Transgenic Animal Model Business"), pursuant to which Seller's laboratory products division produces and distributes specific transgenic animal models to governmental, academic and commercial institutions; and

WHEREAS, Purchaser desires to acquire the Transgenic Animal Model Business through a purchase of the properties, assets, rights and privileges of Seller used in such business (including assignment or other transfer of Seller's rights in agreements and licenses) and the assumption by Purchaser of certain associated obligations;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. (a) Seller agrees to sell and transfer to Purchaser and Purchaser agrees to acquire and purchase from Seller on the Closing Date hereunder the properties, assets, rights and privileges of Seller used by it in the operation of the Transgenic Animal Model Business and listed on Attachment 1 (the "Assets"). As consideration for the sale by Seller of the Assets, Purchaser shall (i) pay to Seller on the Closing Date the sum of \$980,000 and the marketing fee referred to in subparagraph 1(c), (ii) pay royalties to Seller as provided in Section 11, and (iii)

assume and perform obligations arising out of the operation of the Transgenic Animal Model Business on or after July 1, 1995, as set forth in Attachment 2, and obligations associated with patent or other intellectual property rights assigned, licensed or otherwise transferred to Purchaser hereunder (the "Obligations"). Seller shall remain solely liable for the performance of all obligations arising out of the operation of the Transgenic Animal Model Business before the Closing Date, payment of royalties attributable to shipments made before July 1, 1995 and performance of obligations associated with patent or other intellectual property rights not assigned, licensed or otherwise transferred to Purchaser hereunder.

(b) The Assets shall not include:

- (i) working capital or cash;
- (ii) real property fee or leasehold interests;
- (iii) employment contracts or other agreements with employees or former employees of Seller; or
- (iv) accounts receivable attributable to shipments made before July 1, 1995.

(c) In consideration of Seller's continued marketing and promotion of the Transgenic Animal Model Business up to the Closing Date, Purchaser agrees to pay to Seller within 15 days after the Closing Date a marketing fee equal to 25% of Net Sales Revenues (as such term is defined in paragraph 11) from shipments made on or after May 1, 1995 and before July 1, 1995.

2. Seller represents and warrants to Purchaser as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to carry on the Transgenic Animal Model Business as now conducted by it.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will conflict with or constitute a breach of or a default under the articles of incorporation or by-laws of Seller or any contract or agreement by which Seller is bound, or result in a violation of any applicable law or any applicable rule or regulation of any governmental authority or any judgment, order, writ, injunction, decree, rule or

or by Seller based upon any representation not contained herein or in a certificate or agreement delivered pursuant hereto; it being the intention of the parties to incorporate in this Agreement their full and complete understanding and to waive any representations or warranties not incorporated herein.

17. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(b) Notices hereunder shall be effective if deposited in the United States Mail, postage prepaid, registered or certified, return receipt requested, and addressed to the recipient party at its address shown at the head of this Agreement, or to such other address as it shall have notified to the other party in writing.

(c) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have caused this Agreement to be executed and delivered in Mountain View, California, as of the day and year first above written.

GENPHARM INTERNATIONAL, INC.

By: Jonathan MacQuitty
Name: Jonathan J. MacQuitty
Title: Chief Executive Officer
Date: July 12, 1995

TACONIC FARMS, INC.

By: Samuel P. Phelan
Name: Samuel P. Phelan
Title: Treasurer
Date: July 12, 1995

**ATTACHMENT 1
ASSETS**

Animal Inventory at Taconic Farms as of June 30, 1995

Foundation isolators:

Qty	Strain
1	TSG-p53 mice (p53 knockout)
1	TIM® RAG-2 transgenic mice (RAG-2 knockout)
1	MDR1A-Mouse™ transgenic mice (mdr1a knockout)
1	HLA-B27 transgenic rat

Production colonies:

As listed in the attached Taconic Farms Weekly Activity Report (June 30, 1995).

Cryopreserved embryos from the following strains and maintained at GenPharm International

PIM® transgenic mouse

C1D™ transgenic mouse

C2D™ transgenic mouse

Listing of sublicenses and assignments

(ii) A sublicense under the License Agreement dated June 15, 1989 between The University of Utah Research Foundation as licensor and GenPharm as licensee

(iii) A sublicense under the United States Patent No. 4,873,191 Sublicense Agreement Regarding Transgenic Animals dated January 1, 1991 between DNX, Inc. as sublicensor and GenPharm as sublicensee

(iv) An assignment of the License Agreement dated January 1, 1994 between E.I. du Pont de Nemours and Company ("du Pont") as sublicensor and GenPharm as sublicensee

(v) An assignment of the Patent License Agreement dated July 14, 1992 between the Board of Regents of the University of Texas System and GenPharm.

Seven packs of approximately 50 exposed films (Southern blots) related to the Mouse Business colony marked with the following dates:

10/91 - 5/92
5/19/92 - 7/31/92
8/3/92 - 12/31/92
1/11/93 - 6/21/93
6/28/93 - 12/21/93
1/11/94 - 12/22/94
unmarked

Copy of Patent Application files:

TSG-p53® mice
TIM® RAG-2 transgenic mice
MDR1A-Mouse™ transgenic mice
HLA-B27 transgenic rat
C2D™ transgenic mouse
C1D™ transgenic mouse
rb knockout mouse
PIM® transgenic mouse

Copy of Trademark Application files:

TSG-p53®
TIM®
PIM®
C1D
C2D