

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

09-08-1999

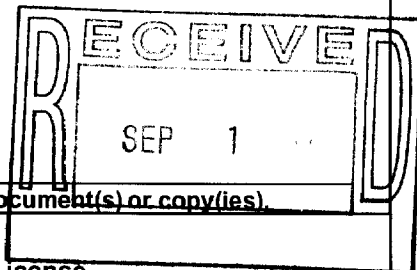
U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Express Mail No:  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New **9-1-99**

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name SmithKline Beecham Corporation Execution Date  
Month Day Year 08 16 99

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Pennsylvania

Receiving Party

Mark if additional names of receiving parties attached

Name Quest Diagnostics Incorporated

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) One Malcolm Avenue

Address (line 2) \_\_\_\_\_

Address (line 3) Teterboro New Jersey 07608  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/08/1999 DNGUYEN 00000092 75448630

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01 FC:481 40.00 OP  
02 FC:482 150.00 OP

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00000092 DNGUYEN 00000092  
Refund Rec'd 09/08/1999  
CHECK REBUND Total: \$90.00

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Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK  
REEL: 001953 FRAME: 0988

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75-448630"/>	<input type="text" value="75-451722"/>	<input type="text" value="75-113245"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75-395146"/>	<input type="text" value="75-198844"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75-297313"/>	<input type="text" value="75-113244"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Jay M. Brown

Name of Person Signing

Signature

SEPT. 1, 1999

Date Signed

## ASSIGNMENT OF INTENT-TO-USE TRADEMARK APPLICATIONS

WHEREAS, **SmithKline Beecham Corporation**, a Pennsylvania corporation, with an address of One Franklin Plaza, Philadelphia, Pennsylvania, 19101 (hereinafter "Assignor"), owns the trademarks and applications for registration listed on the attached Schedule (hereinafter "Trademarks"); and

WHEREAS, Assignor has applied to register the Trademarks on the Principal Register of the United States Patent and Trademark Office based on Assignor's *bona fide* intent to use the Trademarks in commerce in connection with the goods and/or services described in the registration applications therefor;

WHEREAS, **Quest Diagnostics Incorporated**, a Delaware corporation, with an address of One Malcolm Avenue, Teterboro, New Jersey, 07608 (hereinafter "Assignee"), pursuant to the Stock and Asset Purchase Agreement between Assignor and Assignee dated February 9, 1999, as amended (the "Stock and Asset Purchase Agreement"), has purchased from Assignor the Business (as defined therein) in connection with which Assignor has a *bona fide* intent to use the Marks, and in connection with such purchase, desires to acquire the Assignor's entire right, title and interest in and to the Trademarks, and the goodwill of the business symbolized thereby.

NOW THEREFORE, for the consideration stated in the Stock and Asset Purchase agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. As of the Closing Date (as defined in the Stock and Asset Purchase Agreement), Assignor does hereby sell, assign and transfer, and cause its Affiliates (as defined in the Stock and Asset Purchase Agreement) to sell, assign and transfer unto Assignee the entire right, title and interest, in and to the Trademarks and registration applications therefor, together with the goodwill of the business symbolized thereby.

2. Except as expressly provided in the Stock and Asset Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Trademarks.

Upon Assignee's request and at Assignee's expense, Assignor will take all actions and execute all documents reasonably necessary to perfect the interest assigned hereby.

**SmithKline Beecham Corporation**

By: Donald F. Parnan  
Name: Donald F. Parnan  
Title: Secretary  
Date: August 14, 1999

**SCHEDULE**

<b><u>Mark</u></b>	<b><u>Application Serial No.</u></b>	<b><u>Application Date</u></b>
CENTERED ON INTEGRITY	75-448630	March 11, 1998
BIOSCIENCE & Design	75-395146	November 24, 1997
SELECTEST PLUS	75-297313	May 23, 1997
TESTSURE	75-451722	March 17, 1998
TESTED AND TRUSTED FOR OVER TWO DECADES	75-198844	November 15, 1996
INFORMED VIEW	75-113244	June 3, 1996
INFORMED VISIONS	75-113245	June 3, 1996