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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

- New
- 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
4/30/99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
4/30/99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

01/03/2000 DNGUYEN 00000061 75494373

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
100.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002005 FRAME: 0816

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="75/494,373"/>	<input type="text" value="75/494,963"/>	<input type="text"/>	<input type="text" value="2,256,418"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/494,964"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/494,372"/>	<input type="text"/>	<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.

DeAnne H. Ozaki

DeAnne H. Ozaki

December 13, 1999

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, BIOQUEST, a Nevada partnership with an address at 4750 Longley Lane, Suite 202, Reno, Nevada 89502 ("Assignor"), owns all right, title and interest in and to all trademarks, service marks, trade names and logos used or adopted in or in connection with the business of Assignor, and all derivative, related and combined marks, together with the goodwill of the business symbolized thereby, including without limitation the trademarks and trademark applications identified on Exhibit A attached hereto (collectively, the "Marks").

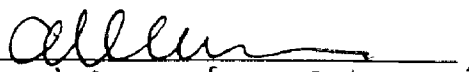
WHEREAS, BIOQUEST, LLC, a Nevada limited liability company with an address at 4750 Longley Lane, Suite 202, Reno, Nevada 89502 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee, and Assignee's successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith, all common law and statutory right, title and interest in the Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Marks. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and/or service mark registration in the United States and in foreign countries in connection with the Marks, and to secure in its own name the registrations granted thereon. Assignor hereby agrees that upon request, it will sign all necessary papers, and make all rightful oaths, and do all acts which Assignee, or its successors or assigns may consider necessary in connection with the Marks and the assignment herein to Assignee. In the event Assignee is unable, for any reason whatsoever, to obtain the signature of Assignor to any document or instrument necessary or desirable to effectuate this Trademark Assignment or to apply for protection of, or enforce any action with respect to the Marks, Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as Assignor's agent and attorney-in-fact, whose power is expressly coupled with an interest, to act for and on behalf of Assignor, to execute such documents and to take all of the lawfully permitted actions to protect the Assignee's interest in any of the Marks with the same legal force and effect as if executed by Assignor.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment on this 30th day of April, 1999.

BIOQUEST LLC

By: Halogen Systems, Inc.,
a partner

By: 
Name: Michael A. Silveri
Title: Pres.

TRADEMARK
REEL: 002005 FRAME: 0818

Exhibit A

“Marks”

Mark	Serial Number/Registration Number
1. “BIOQUEST”	75/494,373
2. “BIO2”	75/494,964
3. “MISCELLANEOUS DESIGN”	75/494,372
4. “ONE SHOT”	75/494,963
5. “BIOFREE”	2,256,418