

01-28-2000



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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
- 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  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

01/28/2000 JSHABAZZ 00000053 1657098

#### FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
 02 FC:482 25.00 OP  
 03 FC:998 15.00 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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Chemicon International, Inc.

Address (line 1) 28835 Single Oak Dr.

Address (line 2) Temecula CA 92590

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number 909-676-2084

Name Roy J. Millender

Address (line 1) 28835 Single Oak Dr.

Address (line 2) Temecula CA 92590

Address (line 3)

Address (line 4)

**Pages**

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

# 4

**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)**

<u>H07</u>	<u>11657895</u>	<u>2102439</u>

**Number of Properties**

Enter the total number of properties involved.

# 2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 80.00

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.

Roy J. Millender

12/29/99

Name of Person Signing

Signature

Date Signed

**Date** 15 December 1999

**Parties**

1. **AMRAD Corporation Limited** (ACN 006 614 375) of 576 Swan Street, Richmond, Victoria (**AMRAD**).
2. **Chemicon International Inc.** of 28835 Single Oak Drive, Temecula, California, United States of America, incorporated under the laws of the State of California, USA (the **Purchaser**).

**Recitals**

- A AMRAD is the owner of certain trade mark registrations in the United State of America, the details of which are set out in Schedule 1 (the **Trade Marks**)
- B AMRAD has agreed to assign to the Purchaser its entire right, title and interest in and to the Trade Marks on the terms and conditions contained in this Deed.

It is agreed as follows.

**1. Grant**

- 1.1 For good and valuable consideration, the receipt of which is acknowledged by AMRAD, AMRAD assigns, transfers and sets over to the Purchaser its entire right, title and interest in and to the Trade Marks together with all rights, powers, liberties and immunities conferred on the proprietor of registered trade marks and trade mark applications free from all encumbrances.
- 1.2 To the extent that AMRAD has the right to take actions against third parties for infringement of the Trade Marks or other actions relating to the Trade Marks, AMRAD assigns, transfers and sets over to the Purchaser all such rights that AMRAD has or might have in the future to take actions against any such third party.
- 1.3 The assignment in clause 1.1 is made with the goodwill of the Business (as defined in the Sale of Business Agreement dated 8 December 1999 between, AMRAD, AMRAD Operations Pty Ltd, the Purchaser and Chemicon Laboratories Pty Ltd).

**2. Completion**

- 2.1 AMRAD agrees and undertakes to the Purchaser that it will execute all such documents and do all such things as may be reasonably necessary, proper or

desirable to enable the Purchaser to become registered as the proprietor of the Trade Marks.

### 3. General

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- 3.1 This Deed shall be binding upon and enure to the benefit of the parties hereto and their permitted assigns and successors.
- 3.2 This Deed is governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Deed.
- 3.3 Any provision of this Deed that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction.
- 3.4 No amendment or variation of this Deed will be valid or binding on a party, unless made in writing and executed by all parties.
- 3.5 This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

## Schedule 1

### The Trade Marks

<i>REGISTRATION NUMBER</i>	<i>STATUS</i>	<i>TRADE MARK</i>
1657895	Registered	ESGRO
2102439	Registered	CAPTAGENE

4  
5

# Deed of Assignment

Arthur Robinson  
& Hedderwicks

Executed in Melbourne as a Deed.

The Common Seal of AMRAD Corporation Limited was duly affixed to this document in the presence of:

*R M Fry*

~~Director~~/Secretary

*R M Fry*

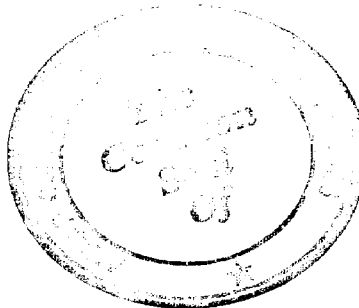
Print Name

*John Grace*

Director

**JOHN P GRACE**

Print Name



Signed, sealed and delivered for and on behalf of Chemicon International Inc. by its duly authorised officer in the presence of:

*W L*

Authorised Officer

*D. A. Beckman*

Print Name

*B. L. Rollins*

Witness

*B. L. Rollins*

Print Name