

09-21-2000

FORM PTO 518A
Expires 09/30/00
OMB 0651-0027



101465030

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

9.8.00

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
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

1599470

- 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

FOR OFFICE USE ONLY

09/20/2000 MTHA11 00000389 1599470
01 FC:481 40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

FORM PTO-1618B
Expires 08/30/00
OMB 0651-0027

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

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1599470"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Terrence T. Lee Terrence T. Lee Sept 1, 2000

Name of Person Signing Signature Date Signed

BLANKET CONVEYANCE

BILL OF SALE

AND ASSIGNMENT AGREEMENT

This Blanket Conveyance, Bill of Sale and Assignment Agreement dated May 14, 1999, (the "Agreement") is by CHEMTRAK, INCORPORATED, a Delaware corporation ("Grantor") in favor of ACCUTECH, LLC, a California limited liability company ("Grantee").

WHEREAS, Grantor and Grantee have entered into that certain Agreement For Purchase And Sale Of Assets dated May 11, 1999 (the "Purchase Agreement") to acquire substantially all of the assets, properties and business of Grantee, including but not limited to all its equipment and tangible personal property, trademarks, patents, trade secrets, rights to certain licensing and distribution agreements, and other tangible and intangible assets, on the terms and subject to the conditions provided in the Purchase Agreement (unless the context hereof indicates otherwise, all defined terms set forth herein will have the same meaning as set forth in the Purchase Agreement); and

WHEREAS, the Purchase Agreement contemplates, as a condition thereto, the execution and delivery of this Agreement.

NOW THEREFORE, in consideration of the receipt of good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, except for the assets specifically excluded in the Purchase Agreement at paragraph 1 ("paragraph 1"), Grantor does hereby BARGAIN, SELL, ASSIGN, CONVEY, TRANSFER, SET OVER, and DELIVER to Grantee, its successors and assigns, the assets set forth in paragraph 1, including but not limited to all its interests in equipment and tangible personal property, trademarks, patents, trade secrets, rights to the certain licensing and distribution agreements described hereunder, and all other assets, properties and business of every kind, character and description of Grantor (the "Assets"), free and clear of all liens, claims and encumbrances.

Grantor assigns its rights to the following licensing and distribution agreements: the License Agreement dated May 1, 1993 with Dade Behring, successor to Syntax (U.S.A.), Inc. and Syva Company, the License Agreement dated April 1, 1994 with Dade Behring, successor to Syntax (U.S.A.), Inc. and Syva Company, the Option and License Agreement dated December 10, 1993 with Dade Behring, successor to Syntax (U.S.A.), Inc. and Syva Company, the Cross License Agreement dated January 1, 1995 with Roche Diagnostic, successor to Boehringer Mannheim GmbH, and the Distribution Agreement dated April 22, 1996 with Jokoh Co., Ltd., collectively (the "Licenses and Distribution Agreement"). The Licenses and Distribution Agreement are assigned with the necessary consent of the parties to those agreements. Grantee assumes no past obligations or liabilities of Grantor in connection with the Licenses and Distribution Agreement.

Received Time
No. 0060

MAY 13 8:45AM
1999-05-13 08:45:00
Print Time
EBOOKS & HAVE F.C.

MAY 13 8:47AM
TRADEMARK

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, title to the Assets unto Grantee, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof.

Grantor hereby constitutes and appoints Grantee as Grantor's true and lawful attorney, with full power of substitution, for it and in its name, place and stead, or otherwise, but on behalf of and for the benefit of Grantee, to demand and receive from time to time any and all of the Assets hereby sold, assigned, and conveyed, and to get receipts and releases for and in respect of the same or any part thereof, and from time to time to institute and prosecute in the name of Grantor or otherwise, but for the benefit of Grantee, any and all proceedings at law, in equity or otherwise, that Grantee may deem proper in order to collect, or enforce any claim, right or title of any kind in and to the Assets, and to defend and compromise any and all actions, suits or proceedings in respect of any of the Assets, and generally to do all and any such acts and things in relation thereto as Grantee shall deem advisable.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEROF.

IN WITNESS WHEREOF, Grantor shall cause this Agreement to be executed by a duly authorized officer of its corporation as of this day first written above for the purpose herein above described and if executed in a number of counterparts, it will be read together and construed as but one and the same instrument.

CHEMTRAK, INCORPORATED

By: 
Edward F. Covell, President