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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies):

DiagnoCure Inc. 8.27-01

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

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

2. Name and address of receiving party(ies)

Name: Aventis Pasteur Limited/Aventis Pasteur

Internal Address: Limitee

Street Address: 1755 Steeles Avenue West

City: Toronto State: Ontario Zip: M2R 3T4

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 19, 2001

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

A. Trademark Application No.(s)

75/113,775 and 75/113,821

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Riches, McKenzie & Herbert LLP

Internal Address: Attention: Dan Hitchcock

Street Address: 2 Bloor Street East

Suite 2900

City: Toronto State: Ontario Zip: M4W 3J5

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

18-1350

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Dan Hitchcock

August 23, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:481

40.00 OP

02 FC:482

25.00 OP

TRADEMARK REEL: 002361 FRAME: 0705

**UNITED STATES**  
**APPOINTMENT OF DOMESTIC REPRESENTATIVE FOR SERVICE**

**Applicant** : Previously DiagnoCure Inc. and now Assigned to Aventis Pasteur  
Limited/Aventis Pasteur Limitée  
**Trade Mark** : **IMMUNOCYT**  
**Application No.** : **75/113,775**  
**Our Ref.** : **CONN2**

I. The above-noted applicant hereby designates:

**TIMOTHY E. NAUMAN**  
**Fay, Sharpe, Beall, Fagan et al.**  
**1100 Superior Avenue, Suite 700**  
**Cleveland, Ohio 4414-2518 U.S.A.**

as the above-noted Registrant's domestic representative upon whom notice or process in proceedings affecting the mark and registration may be served.

EXECUTED at Toronto, Ontario, Canada, this 4th day of July, 2001.

Aventis Pasteur Limited/Aventis Pasteur Limitée

By: 

Name: J. Mark Lievonen

Position: President

**CONFIRMATORY ASSIGNMENT OF TRADE MARK RIGHTS - MANY MARKS**

The undersigned, **DIAGNOCURE INC.** (hereinafter called the "Assignor"), having a principal place of business at 2050 René-Léveque Blvd. West, 61st Floor, Saint Foy, Quebec, Canada. Q1V 2K8, in consideration of Five Dollars (\$5.00) and other good and valuable consideration paid to it, the receipt and adequacy of which is hereby confirmed, hereby confirms that it sold, assigned and transferred to **AVENTIS PASTEUR LIMITED/AVENTIS PASTEUR LIMITÉE** (hereinafter called the "Assignee"), having a principal place of business at 1755 Steeles Avenue West, Toronto, Ontario Canada, M2R 3T4 as of April 10, 2001, all of Assignor's right, interest and title in and to the assets set out below and, for greater certainty, if a Court should ever decide that Assignor had not assigned those right, interest and title as of that time, Assignor hereby sells, assigns and transfers to the Assignee all of the Assignor's right, interest and title in and to:

a) each and all of the following trade marks and applications:

<u>Trade Mark</u>	<u>Appl'n No.</u>
IMMUNOCYT	75/113,775
IMMUNOCYT and Design	75/113,821

b) all of the goodwill which it has in the United States in and to each and everyone of the above-noted trade marks;

c) the right to oppose and/or continue any opposition to the registration of any other trade mark based on any of the above-noted trade marks; and