

12-28-2001



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OMB No. 0651-0027 (exp. 5/31/2002)

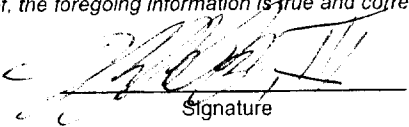
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SHEET

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

TRADEMARKS ONLY

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

1. Name of conveying party(ies): <u>12/18/01</u> iBiomatics LLC SAS Campus Drive Cary, North Carolina 27513 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>North Carolina limited liability company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>SAS Institute Inc.</u> Internal Address: _____ Street Address: <u>SAS Campus Drive</u> City: <u>Cary</u> State: <u>NC</u> Zip: <u>27513</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>North Carolina</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>December 13, 2001</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/054765</u>		B. Trademark Registration No.(s) <u>2463846</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Maury M. Tepper, III, Esq.</u> <u>Womble Carlyle Sandridge &amp; Rice, PLLC</u> Internal Address: _____ _____ _____ Street Address: <u>PO Box 831</u> _____ City: <u>Raleigh</u> State: <u>NC</u> Zip: <u>27602</u>		6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">2</span> 7. Total fee (37 CFR 3.41) ..... \$ <u>65.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500517</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
<b>DO NOT USE THIS SPACE</b>			
9. Statement and signature. <i>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.</i> <u>Maury M. Tepper, III, Esq.</u>  <u>December 18, 2001</u> Name of Person Signing      Signature      Date Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">4</span>			

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01 FC:481  
02 FC:482

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25.00 OP

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

TRADEMARK  
REEL: 002414 FRAME: 0216

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") dated as of December 13, 2001 the ("Effective Date"), is from iBiomatrix LLC, a North Carolina limited liability company (the "Assignor"), to SAS Institute Inc., a North Carolina corporation (the "Assignee").

### WITNESSETH:

*WHEREAS*, Assignor is the record owner of the trademarks and the related United States application and registration listed in Exhibit A (the "Marks"); and

*WHEREAS*, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business, and all common law rights, associated with the Marks; and

*WHEREAS*, Assignor and Assignee desire to confirm the assignment of the Marks to Assignee;

*NOW, THEREFORE*, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Marks, together with (1) the goodwill of the business symbolized by the Marks, (2) any and all common law rights, title and interest associated with the Marks, and (3) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Marks.

2. Assignor represents and warrants to Assignee that: (1) the Marks and use thereof do not and will not violate any trademark or other intellectual property rights of any third party; (2) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Marks; and (3) Assignor will not take any action to interfere with Assignee's right, title and interest in and to the Marks, the goodwill of the business associated therewith, and the common law rights therein and thereto.

3. Assignor further represents and warrants to Assignee that, upon execution and delivery of the Assignment, Assignee will be vested with all right, title and interest in and to the Marks, free and clear of all liens, licenses or other encumbrances.

4. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal this 13th, day of December, 2001.

ASSIGNOR:

iBiomatrics LLC

By: *Karen L Day*  
Printed Name: Karen L. Day

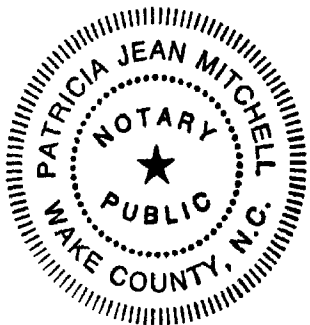
Title: Assistant Secretary

State of North Carolina

County of Wake

I, Patricia Jean Mitchell, a Notary Public of Wake County, of the State of North Carolina, hereby certify that Karen L. Day, Assistant Secretary of iBiomatrics LLC, personally appeared before me this day, and, being by me first duly sworn, stated that she is duly authorized by iBiomatrics LLC to execute this document as a duly authorized act of such company.

WITNESS my hand and notarial seal, this 13th, day of December, 2001.



*Patricia Jean Mitchell*  
Signature of Notary Public

My Commission Expires: May 12, 2002

Exhibit A

<b>Trademark</b>	<b>(Serial Number) Registration Number</b>	<b>(Filing Date) Registration Date</b>
PH.CLINICAL	(76/054,765)	(May 22, 2000)
PH.DATAWARE	2,463,846	June 26, 2001