

12/31/01

01-04-2002

FORM PTO-1594
(Rev. 6-93)



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

To the Honorable Commissioner of Patents and Trademarks, 101934679 and the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Microgenics Corporation</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State-Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <u>No</u></p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Nunc Pro Tunc Assignment – Effective 12031999 <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>10/22/01</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>DiscoverX Corporation</u></p> <p>Street Address: <u>42501 Albrae Street</u> City: <u>Fremont</u> State: <u>CA</u> ZIP: <u>94538</u></p> <p><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-Delaware <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment). Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75619531</u> <u>75619439</u></p>	<p>B. Trademark Registration No.(s) <u>75619531</u> <u>75619439</u></p> <p>DEC 31 2001</p>
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Additional numbers attached? No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Todd S. Bontemps, Esq.</u></p> <p>Internal Address: <u>Five Palo Alto Square</u></p> <p>Street Address: <u>3000 El Camino Real</u></p> <p>City: <u>Palo Alto</u> State: <u>California</u> ZIP <u>94306-2155</u></p> <p>Telephone: <u>650-843-5000</u></p>	<p>6. Total number of applications and registrations involved: <u>Two</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$65.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>03-3118</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

01/03/2002 TDIAZ1 00000005 75619531 Todd S. Bontemps 10-22-01
Date

01 FC:481
02 FC:482

Total number of pages including cover sheet, attachments, and document: Three (3)

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

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Agreement"), executed October 22, 2001, memorializes the intent of the parties concerning the subject matter hereof, and shall be effective as of December 3, 1999 between **Microgenics Corporation**, a Delaware corporation having its principal place of business in Fremont, California ("Microgenics"), and **DiscoverX Corporation**, a Delaware corporation having its principal place of business in Fremont, California ("DiscoverX").

RECITALS

WHEREAS, Microgenics owns, and has a *bona fide* intent to use, the trademark DISCOVERX (Serial No. 75/619531) on, and in connection with, "Reagents and assays used for medical research, namely, for analyzing drug absorption, metabolism, and excretion and for screening chemical compounds, which will be used as pharmaceuticals," and the trademark DISCOVERX (Serial No. 75/619439) in connection with "Pharmaceutical screening services, namely, identifying chemical compounds for use as pharmaceuticals and analyzing drug absorption, metabolism, and excretion," both currently pending with the U.S. Patent and Trademark Office (hereafter collectively the "Marks"); and

WHEREAS, DiscoverX desires to acquire from Microgenics all right, title and interest in the Marks together with the goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Microgenics, on behalf of itself and its partners, affiliates, predecessors and successors in interest, transfers and assigns to DiscoverX:
 - (a) all right, title, and interest it has in or to the Marks; and
 - (b) that part of the goodwill of Microgenics's business connected with and symbolized by the Marks, and;
 - (c) all rights, and interest in and to the ongoing and existing portions of Microgenics's business for which Microgenics has a *bona fide* intent to use the Marks.

2. Microgenics acknowledges that from the effective date of this Agreement DiscoverX is the owner of all right, title and interest in and to the Marks in any form or embodiment thereof and is also the owner of the goodwill attached to the Marks. Microgenics shall not at any time do, or suffer to be done, any act or thing which may materially adversely affect any rights of DiscoverX in and to the Marks. Microgenics further agrees not to challenge the ownership or the validity of the Marks or any application for registration thereof or any trademark registration thereof or any rights of DiscoverX therein.

3. This Agreement and the rights acquired under the Agreement, including without limitation, rights in and to the Mark and its associated goodwill, are fully and freely assignable without notice. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

4. This Agreement contains the entire agreement between the parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. This Agreement may only be amended or modified by a written agreement signed by both parties.

For and on Behalf of Assignor
Microgenics Corporation

By: 

Name: Michael K. Bresson
Title: Secretary