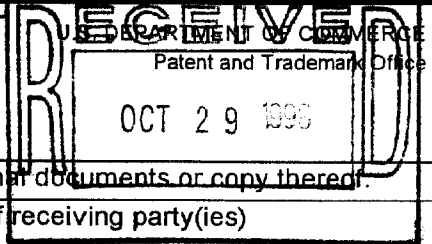


06-17-2002

R SHEET



6-7-2002



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

1. Name of conveying party(ies):  
**INTERNATIONAL**  
 Baxter ~~Healthcare~~, Inc.

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

Additional name of conveying party attached?  Yes  No

2. Name and address of receiving party(ies)

Name Bit Acquisition Corp.

Internal Address: \_\_\_\_\_

Street Address: 9 Parker

City: Irvine State CA ZIP 92618

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State Delaware  
 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) and address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: December 17, 1997

4. Application number(s) or registration numbers:

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark No.(s) 1,959,191

Additional numbers attached?  Yes  No

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

Oppenheimer Wolff & Donnelly LLP  
 2029 Century Park East, ~~20th Fl.~~  
 Los Angeles State CA ZIP 90067

Attn: Barbara Quinn

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) ..... \$40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number: 405

16-2230  
 (Attach duplicate copy of this page if paying by deposit account)

01/1999 DC04TES 00000086 1959191  
 FC:481 40.00 OP

**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.*

Barbara Quinn                      *Barbara Quinn*                      10/16/98  
 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 Patents & Trademarks, Box Assignments, North Tower Building, 2800 Crystal Drive, Washington, D.C. 20231

NON MICROFILM This Page  
make this your Brief

Corrective assignment to correct the name of the assignor, filed on (date),  
recorded on reel 1 frame 1 assignor hereby confirms the assignment of the  
entire interest.

12-29-98

↓ 01814  
↓ 053

ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

THIS ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS (this "Assignment") is made and entered into this 17<sup>th</sup> day of December, 1997, by and between BAXTER INTERNATIONAL INC., a Delaware corporation ("Assignor"), and BIT ACQUISITION CORP., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the U.S. trademarks and trademark applications listed on Exhibit A attached hereto, together with all U.S. federal and state registrations and applications therefor and all U.S. common law rights thereto (collectively, the "Trademarks and Trademark Applications"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated October 10, 1997, among Assignor's wholly-owned subsidiary, Baxter Healthcare Corporation, a Delaware corporation, VIMRx Pharmaceuticals Inc., a Delaware corporation ("VIMRx"), and Assignee, Assignor desires to sell, assign and transfer to Assignee all of its right, title and interest in and to the Trademarks and Trademark Applications, and Assignee is desirous of acquiring the same.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee and VIMRx, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and Trademark Applications and all common law rights thereto, together with the goodwill of Assignor's business symbolized by the Trademarks and Trademark Applications, all continuations, in whole or in part, divisions, reissues, renewals and extensions of any of such Trademarks and Trademark Applications as of the date hereof, and all rights to sue for and collect for past infringement thereof. Assignor does further consent to the recordation of this Assignment by

AEC06592.W51

TRADEMARK  
REEL: 1814 FRAME: 0055

TRADEMARK  
REEL: 002489 FRAME: 0717

Assignee with the Commissioner of Patents and Trademarks of the United States and with any other appropriate U.S. federal or state agency.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

BAXTER INTERNATIONAL INC.

By: *Victor W. Schmitt*  
Title: Victor W. Schmitt  
President, Venture Management  
Baxter Healthcare Corporation

State of Illinois )  
County of Cook )

On this 16th day of December, 1997, before me appeared Victor W. Schmitt, the person who signed this instrument on behalf of Baxter International Inc., who acknowledged that he/she signed it on behalf of the identified corporation as Designee of the identified corporation and pursuant to authority duly received.

*Patricia Diane Seals*  
Notary Public

"OFFICIAL SEAL"  
PATRICIA DIANE SEALS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/19/2001

AEC06392.W31

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RECORDED: 10/29/1998

TRADEMARK  
REEL: 1814 FRAME: 0056

RECORDED: 06/07/2002

TRADEMARK  
REEL: 002489 FRAME: 0718