

06-21-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



102130858

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

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):

Intergen Company L.P.

6-11-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/14/2001

2. Name and address of receiving party(ies)

Name: Serocor Incorporated

Internal

Address:

Street Address: 5655 Spalding Drive

City: Norcross State: GA Zip: 30092

- 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1693856

Additional number(s) attached Yes No

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

Name: Laura Smith, Esq.

Internal Address: Kalow & Springut LLP

Street Address: 488 Madison Ave., 19th Floor

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

11-0171

DO NOT USE THIS SPACE

9. Signature.

06/20/2002 DBYRME 00000100 1693856

01 FC:481

Laura Smith 40.00 DP Name of Person Signing

Laura E. Smith Signature

6/11/02 Date

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

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

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"INTERGEN COMPANY L.P.", A DELAWARE LIMITED PARTNERSHIP, WITH AND INTO "SEROCOR INCORPORATED" UNDER THE NAME OF "SEROCOR INCORPORATED", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF DECEMBER, A.D. 2001, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3453198 0100M

AUTHENTICATIION: 1504305

010641755

DATE: 12-14-01

TRADEMARK
REEL: 002529 FRAME: 0487

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:01 PM 12/13/2001
010641755 - 3453198


**CERTIFICATE OF MERGER
OF
INTERGEN COMPANY L.P.
INTO
SEROCOR INCORPORATED**
(Under Section 263 of the General Corporation Law of the
State of Delaware and
Section 17-211 of the Revised Uniform
Limited Partnership Act of the State of Delaware)

The undersigned corporation organized and existing under and by virtue of the Delaware General Corporation Law ("DGCL") does hereby certify that:

- (1) Intergen Company L.P., a Delaware limited partnership ("Intergen"), is merging with and into Serocor Incorporated, a Delaware corporation ("Sub").
- (2) A Plan and Agreement of Merger (the "Merger Agreement") dated as of November 5, 2001 by and among Serologicals Corporation, Intergen, Sub and Intergen Investors L.P. has been approved, adopted, certified, executed and acknowledged by Sub in accordance with Section 263(c) of the DGCL and by Intergen in accordance with Section 17-211(b) of the Delaware Revised Uniform Limited Partnership Act.
- (3) Sub will be the surviving corporation and will use the name "Serocor Incorporated".
- (4) The certificate of incorporation of Serocor Incorporated shall be the certificate of incorporation of the surviving entity until thereafter duly amended in accordance with its terms and the DGCL.
- (5) The merger of Intergen Company L.P. into Serocor Incorporated shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.
- (6) The executed Merger Agreement is on file at the principal place of business of the surviving corporation, Serocor Incorporated. The address of the principal place of business of that corporation is 5655 Spalding Drive, Norcross, Georgia 30092.
- (7) A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any partner of Intergen Company L.P. and to any stockholder of Serocor Incorporated.

IN WITNESS WHEREOF, Serocor Incorporated has caused this Certificate of Merger to be signed by its authorized officer, on the 13th day of December, 2001.

SEROCOR INCORPORATED


By: James D. Canton
Title: Vice President and Secretary

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated as of the 5th day of November, 2001, is by and among Serologicals Corporation, a Delaware corporation ("Serologicals"); Intergen Company L.P., a Delaware limited partnership ("Intergen"); Serocor Incorporated, a Delaware corporation ("Sub"); and Intergen Investors L.P., a Delaware limited partnership (the "General Partner").

WITNESSETH:

WHEREAS, Intergen is engaged in the business of developing and commercializing certain biopharmaceutical and diagnostic products (the "Intergen Business");

WHEREAS, Intergen, Serologicals, Sub and the General Partner desire to enter into this Agreement pursuant to which Intergen will be merged with and into Sub and Sub shall be the surviving entity (the "Merger");

WHEREAS, Intergen, Serologicals and Sub desire to make certain representations, warranties and agreements in connection with the Merger;

WHEREAS, concurrent with the execution and delivery of this Agreement, limited partners of Intergen (the "Limited Partners") holding more than 50% of the interest of all the limited partners of Intergen in the profits of Intergen have executed and delivered a consent in the form attached as Exhibit A (the "Partners' Consent"); and

WHEREAS, in accordance with the provisions of the Partnership Agreement (as hereinafter defined) and Section 17-211 of the Delaware Revised Uniform Limited Partnership Act (the "DRULPA") all of the general partners of Intergen and limited partners holding more than 50% of the interest of all limited partners in the profits of Intergen have authorized the Merger.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, and on the terms and subject to the conditions herein set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

1.1. *Definitions.* When used herein the following terms have the meanings set forth below:

(a) "*Acquisition Transaction*" shall mean (i) any tender offer, exchange offer, merger, consolidation, share exchange, joint venture, business combination or similar transaction involving Intergen or any Intergen Entity (which transaction involves substantially all of the assets and operations of Intergen as a whole); (ii) any transaction pursuant to which any third party acquires all of the outstanding Partnership Interests or all of the outstanding equity interest in any Intergen Entity (that

3.10. *Required Consents and Approvals.*

(a) Except as set forth on Schedule 3.10(a), no consent or approval is required by virtue of the execution of this Agreement or the consummation of any of the transactions contemplated herein to avoid the violation or breach of, or the default under, or the creation of a Lien (other than a Permitted Lien) on any assets or properties pursuant to the terms of, any regulation, order, decree or award of any court or Governmental Authority or any lease, Contract, mortgage, note, license or any other instrument (other than an Immaterial Contract) to which any Intergen Entity is a party or to which its property or any of the Partnership Interests are subject (provided, however, that no representation is made with respect to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended).

(b) All notices (the "Notices") that are required to be given to any Person under applicable law or pursuant to any Contract (other than an Immaterial Contract) or other obligation of an Intergen Entity or which is applicable in connection with the completion of the transactions contemplated by this Agreement are listed in Schedule 3.10(b) (provided, however, that no representation is made with respect to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended). Except for the Notices, no notice is required to be delivered to any Person in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement or to permit any of the Intergen Entities to carry on the Business after the Closing as the Business is currently carried on by the Intergen Entities (provided, however, that no representation is made with respect to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended).

3.11. *Indebtedness for Borrowed Money; Security Arrangements.* Schedule 3.11 sets forth a complete and accurate list of all instruments or other documents, to which any Intergen Entity is a party, relating to any Intergen Entity's indebtedness for borrowed money, capitalized lease obligations, lease-purchase arrangements, guarantees, undertakings on which others rely in extending credit, conditional sales Contracts, chattel mortgages and other security arrangements, in each case with respect to personal property used or owned by any Intergen Entity. Except as set forth on Schedule 3.11, no loan payable by any Intergen Entity provides for any prepayment penalty or premium, and all such loans may be prepaid by such Intergen Entity at its election. No letter of credit, payment or performance bond or similar instrument securing any Intergen Entity's performance of its obligation is outstanding.

3.12. *Intellectual Property.*

(a) The Intergen Entities own or have the right to use pursuant to license, sublicense, agreement, or permission all Proprietary Rights necessary for the operation of the Business. Schedule 3.12(a) sets forth a list of all registered patents, registered and unregistered trademarks, trade names, service marks, assumed names, copyrights and all applications therefor owned, filed or licensed to any of the Intergen Entities. Except as described in Schedule 3.12(a), each item of Proprietary Rights owned or used by the Intergen Entities immediately prior to the Closing hereunder will be owned or available for use by Serologicals on identical terms and conditions immediately

subsequent to the Closing. The Intergen Entities have taken all necessary and desirable action to maintain and protect each item of Proprietary Rights that they own or use. With respect to each Proprietary Right required to be identified on Schedule 3.12(a):

(i) the Intergen Entities possess all right, title, and interest in and to the item, free and clear of any Liens, license, or other restriction (other than Permitted Liens);

(ii) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(iii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand is pending or, to Intergen's knowledge, threatened which challenges the legality, validity, enforceability, use, or ownership of the item; and

(iv) none of the Intergen Entities has ever agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item.

(b) To Intergen's knowledge, , except as set forth on Schedule 3.12(b), (i) no Intergen Entity has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Proprietary Rights of third parties, and none of the officers (and employees with responsibility for Proprietary Rights matters) of the Intergen Entities has ever received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that any Intergen Entity must license or refrain from using any intellectual property rights of any third party) and (ii) no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Proprietary Rights of any Intergen Entity.

(c) Schedule 3.12(c) identifies each license, sublicense agreement, or other permission that any Intergen Entity has been granted by, or has granted to, any third party with respect to any Proprietary Rights (together with any exceptions). Intergen has delivered or made available to Serologicals correct and complete copies of all such patents, registrations, applications, licenses, agreements, and permissions (as amended to date) and has made available to Serologicals correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each such item.

(d) Schedule 3.12(d) identifies each Proprietary Right that any third party owns and that any Intergen Entity uses pursuant to a license, sublicense, agreement, or permission and identifies each such license, sublicense, agreement or permission. Intergen has delivered or made available to Serologicals correct and complete copies of all such licenses, sublicenses, agreements, and permissions (as amended to date). With respect to each item of Proprietary Rights required to be identified on Schedule 3.12(d) and subject to the receipt of any relevant consents as set forth on Schedule 3.10:

(i) the license, sublicense, agreement, or permission covering the item is legal, valid, binding and enforceable against InterGen and, to InterGen's knowledge, the other party or parties thereto, and in full force and effect;

(ii) the license, sublicense, agreement, or permission will continue to be legal, valid, binding and enforceable against InterGen and, to InterGen's knowledge, the other party or parties thereto, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby;

(iii) no InterGen Entity is, and to InterGen's knowledge, no other party to the license, sublicense, agreement, or permission is, in breach or default, and, to InterGen's knowledge, no event has occurred that with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(iv) no InterGen Entity has, and to InterGen's knowledge, no other party to the license, sublicense, agreement, or permission has, repudiated any provision thereof;

(v) with respect to each sublicense, to InterGen's knowledge, the representations and warranties set forth in subsections (i) through (iv) above are true and correct with respect to the underlying license;

(vi) the underlying item of Proprietary Rights is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge to which any InterGen Entity is a party nor, to InterGen's knowledge, to which any other person claiming an interest therein is a party;

(vii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to InterGen's knowledge, threatened which challenges the legality, validity, or enforceability of the underlying item of intellectual property; and

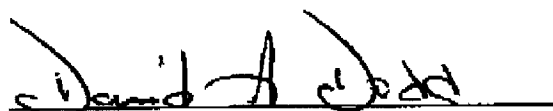
(viii) no InterGen Entity has granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission.

3.13. *Inventory/Product Warranty.*

(a) The inventory of the InterGen Entities consists of raw material and supplies, manufactured and purchased parts, goods in process, and finished goods, none of which is slow-moving (and that requires a reserve that has not been taken), obsolete, damaged, or defective, subject only to the reserve for inventory written down and set forth on the face of the Interim Balance Sheet (rather than in the notes). The amount at which the inventory of the InterGen Entities is carried on the Interim Balance Sheet fairly represents, in all material respects, the cost (or market value, if lower) of such inventory as determined in accordance with GAAP.

IN WITNESS WHEREOF, each of the parties hereto has caused this Plan and Agreement of Merger to be executed on its behalf on the date indicated.

SEROLOGICALS CORPORATION



By: David A. Dodd
Title: President and Chief Executive Officer

SEROCOR INCORPORATED

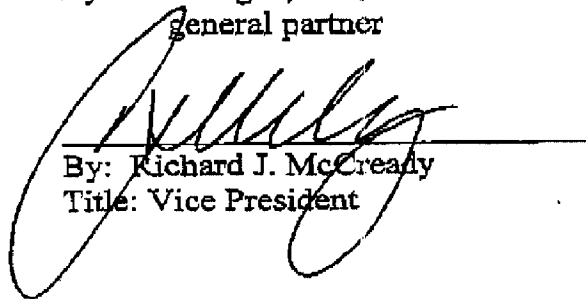


By: David A. Dodd
Title: President

INTERGEN COMPANY L.P.

By: Intergen Investors L.P., its
General Partner

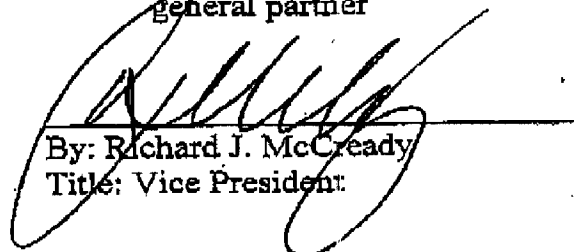
By: Intergen, Inc., its
general partner



By: Richard J. McCreedy
Title: Vice President

**INTERGEN INVESTORS L.P., as
the General Partner**

By: Intergen, Inc., its
general partner



By: Richard J. McCreedy
Title: Vice President

SCHEDULE 3.12(a)**Proprietary Rights**
(continued)

- Synthesis of fluorescent labeled oligonucleotides
- Synthesis of fluorescent quencher oligonucleotides
- Synthesis and purification of nucleic acid hairpin molecules for detection elements
- Synthesis of advanced chemi-luminescent reagents

Registered Trademarks

TRADEMARK	OWNER	COUNTRY	REG. DATE	REG. NO.
AP PURPLE	Biovest, Inc.	U.S. Federal	June 8, 1993	1,774,802
APOPNEXIN	Oncor/Intergen	Australia	October 10, 1997	730,092
APOPNEXIN	Intergen Discovery Products, LLC	CTM-Europe	October 20, 1998	448,936
APOPNEXIN	Intergen Discovery Products, LLC	Canada	March 27, 2000	TMA525,803
APOPNEXIN (and design)	Intergen Discovery Products, LLC	Japan	May 28, 1999	4,276,073
APOPNEXIN (and design)	Intergen Discovery Products, LLC	Japan	May 28, 1999	4,276,074
APOPTAG	Intergen Discovery Products, LLC	U.S. Federal	August 1, 1995	1,908,017
APOPTEST	Intergen Discovery Products, LLC	U.S. Federal	November 4, 1997	2,110,785
BOVUMINAR (and Design)	Intergen Company	Japan	March 31, 1993	2,512,968
BOVUMINAR	Intergen Company	U.S. Federal	June 16, 1992	1,693,856
BOVUMINAR (and Design in Katakana)	Intergen Company	Japan	March 31, 1993	2,512,969
CPG WIZ	Intergen Discovery Products, LLC	U.S. Federal	November 2, 1999	2,290,420
CPG WIZ	Intergen Discovery Products, LLC	Canada	April 23, 2001	TMA543,997
CPG WIZ	Intergen Discovery Products, LLC	CTM-Europe	February 27, 2001	658,609
CPG WIZ (and design)	Intergen Discovery Products, LLC	Japan	October 27, 2000	4,428,803
CYTOKINE DIRECT	Intergen Company L.P.	U.S. Federal	September 8, 1998	2,187,339
CYTOKINE TOTAL	Intergen Company L.P.	U.S. Federal	November 3, 1998	2,201,098
HYBRISOL	Intergen Discovery Products, LLC	U.S. Federal	August 4, 1987	1,450,227
INTERGEN BIODIAGNOSTICS	Intergen Company	U.S. Federal	April 4, 2000	2,337,648
INTERGEN DISCOVERY PRODUCTS	Intergen Company	U.S. Federal	March 28, 2000	2,334,524

SCHEDULE 3.12(a)**Proprietary Rights
(continued)**

TRADEMARK	OWNER	COUNTRY	REG. DATE	REG. NO.
INTERGEN LOGO	Intergen Company	France	July 9, 1993	47,578,693
INTERGEN LOGO	Intergen Company	Germany	July 7, 1994	2,070,327
INTERGEN LOGO	Intergen Company	Japan	April 30, 1996	3,140,411
INTERGEN LOGO	Intergen Company	U.S. Federal	January 29, 1991	1,632,808
INTERGEN LOGO	Intergen Company	Switzerland	July 2, 1993	414,425
INTERGEN NEO1 (also in Katakana)	Intergen Company	Japan	October 29, 1993	2,587,853
LIPOCELL	Intergen Company	U.S. Federal	April 26, 1994	1,833,055
PUTTING DISCOVERY IN A WHOLE NEW LIGHT	Intergen Company	U.S. Federal	June 20, 2000	2,359,219
REHATUIN (and design)	Intergen Company	Japan	March 31, 1993	2,512,966
REHATUIN (and design and in Katakana)	Intergen Company	Japan	March 31, 1993	2,512,967
SURE BLOT	Intergen Discovery Products, LLC	U.S. Federal	March 2, 1993	1,754,716
THE HEART OF DIAGNOSTICS AND RESEARCH	Intergen Company	U.S. Federal	July 4, 2000	2,363,923
TM BLUE	Intergen Company L.P.	U.S. Federal	December 19, 2000	2,413,650
TRAPEZE	Intergen Discovery Products, LLC	U.S. Federal	October 7, 1997	2,104,186
TRAPEZE	Intergen Discovery Products, LLC	CTM-Europe	May 25, 1998	434,779
TRAPEZE (and design)	Intergen Discover Products LLC	Japan	August 7, 1998	4,175,692
TRAPEZE	Intergen Discovery Products, LLC	Japan	August 7, 1998	4,175,691
WHERE THE SCIENCES COME TO LIFE	Intergen Company, LLP	CTM-Europe	March 10, 2000	955,989
WHERE THE SCIENCES COME TO LIFE	Intergen Company L.P.	U.S. Federal	August 24, 1999	2,271,575
WHERE THE SCIENCES COME TO LIFE	Intergen Company	Israel		123,126
WHERE THE SCIENCES COME TO LIFE	Intergen Company	Switzerland	December 2, 1998	461,598

SCHEDULE 3.12(a)**Proprietary Rights**
(continued)**Pending Trademark Applications**

Trademark	Owner	Country	Filing Date	Filing Number
ADVANCED SEROCONVERSION PANELS	Intergen Company	U.S. Federal	September 15 1998	75/553,462
AMPLIFLUOR	Intergen Company	U.S. Federal	April 18, 2001	76/028,456
AMPLIFLUOR	Intergen Company	U.S. Federal	April 18, 2000	76/028,455
AMPLIFLUOR	Intergen Company	Canada	April 12, 2000	105,496,200
AMPLIFLUOR	Intergen Company	CTM-Europe	April 4, 2000	1,590,231
AMPLIFLUOR	Intergen Company	Japan	April 19, 2000	4,462,165
APOPNEXIN	Oncor, Inc.	Argentina	March 18, 2000	2,073,689
APOPNEXIN	Oncor, Inc.	Argentina	March 18, 2000	2,073,690
APOPNEXIN	Oncor, Inc.	Brazil	August 26, 1997	820,038,415
APOPNEXIN	Oncor, Inc.	Brazil	August 26, 1997	820,039,407
APOPNEXIN	Oncor, Inc.	China	May 5, 1997	970,042,044
APOPNEXIN	Oncor, Inc.	U.S. Federal	March 1, 1996	75/978,176
BOLD	Intergen Company	U.S. Federal	May 18, 2001	76/258,985
WHERE THE SCIENCES COME TO LIFE	Intergen Company	Switzerland	December 2, 1990	1,002,298

Issued Patents and Patent Applications

COUNTRY	TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
U.S.	Method and Composition for Controlling Formaldehyde Fixation by Delayed Quenching	6,072,086	6/6/2000	377,898	4/14/1997
U.S.	Nucleic Acid Amplification Oligonucleotides with Molecular Energy Transfer Labels and Methods Based Thereon	6,090,552	7/18/2000	08/891,516	7/11/1997
U.S.	Nucleic Acid Amplification Oligonucleotides with Molecular Energy Transfer Labels and Methods based Thereon	6,117,635	9/12/2000	08/837,034	4/11/1997
U.S.	Pyrimidines Linked to a Quencher	6,117,986	9/12/2000	09/095,014	6/10/1998
U.S.	Pyrimidines Linked to a Quencher			09/646669	9/20/2000

SCHEDULE 3.12(a)**Proprietary Rights**
(continued)

COUNTRY	TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
U.S.	Pyrimidines Linked to a Quencher			09/659085	9/11/2000
U.S.	Method and Composition for Controlling Formaldehyde Fixation by Delayed Quenching	6,072,086	6/6/2000	09/377898	8/20/1999
U.S.	Direct Chlorophenicol Acetyl Transferase Assay	6,225,074	5/1/2001	08/912,462	8/18/1997
U.S.	Method and Composition for Controlling Formaldehyde Fixation by Delayed Quenching	6,072,086	6/6/2000	08/631440	4/14/1997
U.S.	Multi-Fluorescent Hairpin Energy Transfer Oligonucleotides			PCT/US99/12799	6/11/1999
U.S.	Nucleic Acid Amplification Oligonucleotides with Molecular Energy Transfer Labels and Methods Based Thereon	5,866,366	2/2/1999	08/778,487	1/3/1997
U.S.	Nucleic Acid Amplification Oligonucleotides with Molecular Energy Transfer Labels and Methods Based Thereon	6,090,552	7/18/2000	08/778,487	1/3/1997
U.S.	Nucleic Acid Amplification Oligonucleotides with Molecular Energy Transfer Labels and Methods Based Thereon	6,117,635	9/12/2000	08/778,487	1/3/1997
U.S.	Method for Detection of Neoplastic Cells	5,856,094	1/5/1999	08/497,535	1/30/95
U.S.	TMB Formulation for Soluble and Precipitable HRP-ELISA	5,006,461	4/9/1991	07/431,485	11/3/89
U.S.	TMB Formulation for Soluble and Precipitable HRP-ELISA	5,013,646	5/7/1991	07/470,678	1/26/90
U.S.	Method for Detecting Single Nucleotide Polymorphisms				10/24/2001
U.S.	Detection of Targets with Green Fluorescent Protein and Fluorescent Variants Thereof			09/355,349	5/11/2000

SCHEDULE 3.12(a)**Proprietary Rights**
(continued)

COUNTRY	TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
Belgium	TMB Formulation for Soluble and Precipitable HRP-ELISA	0456782	1/17/1996	90916953.4	11/2/90
Canada	Nucleic Acid Amplification Oligonucleotides with Molecular Energy Transfer Labels on Methods Based Thereon			2260973	7/15/1997
Canada	Pyrimidines Linked to a Quencher			PCT/US99/13107	6/10/1999
Canada	Multi-Fluorescent Hairpin Energy Transfer Oligonucleotides			PCT/US99/12799	6/11/1999
Switzerland	TMB Formulation for Soluble and Precipitable HRP-ELISA	0456782	1/17/1996	90916953.4	11/2/90
Denmark	TMB Formulation for Soluble and Precipitable HRP-ELISA	0456782	1/17/1996	90916953.4	11/2/90
Germany	TMB Formulation for Soluble and Precipitable HRP-ELISA	0456782	1/17/1996	90916953.4	11/2/90
EPC	TMB Formulation for Soluble and Precipitable HRP-ELISA	0456782	1/17/1996	90916953.4	11/2/90
EPC	Method and Composition for Controlling Formaldehyde Fixation by Delayed Quenching			97918624.4	4/14/1997
EPC	Nucleic Acid Amplification Oligonucleotides with Molecular Energy Transfer Labels and Methods Based Thereon	EPC 912597	5/6/1999	97934163.3	7/15/1997
EPC	Detection of Targets with Green Fluorescent Protein and Fluorescent Variants Thereof			98908588.1	2/18/1998
EPC	Method for Detecting Apoptosis Using FRET Labeled Oligonucleotides			98963108.0	12/11/1998
EPC	Pyrimidines Linked to a Quencher			99930200.3	6/10/1999
EPC	Method to Assay Enzymatic Covalent Bond Formation and Cleavage			PCT/US98/17122	8/18/1998

SCHEDULE 3.12(a)**Proprietary Rights**
(continued)

COUNTRY	TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
EPC	Multi-Fluorescent Hairpin Energy Transfer Oligonucleotides			PCT/US99/12799	6/11/1999
France	TMB Formulation for Soluble and Precipitable HRP-ELISA	0456782	1/17/1996	90916953.4	11/2/90
Great Britain	TMB Formulation for Soluble and Precipitable HRP-ELISA	0456782	1/17/1996	90916953.4	11/2/90
Japan	TMB Formulation for Soluble and Precipitable HRP-ELISA	2015442	2/2/1996	2-515721	11/2/90
Japan	Method and Composition for Controlling Formaldehyde Fixation by Delayed Quenching			9-537286	4/14/1997
Japan	Nucleic Acid Amplification Oligonucleotides with Molecular Energy Transfer Labels and Methods Based Thereon			10-506248	7/15/1997
Japan	Detection of Targets with Green Fluorescent Protein and Fluorescent Variants Thereof			10-536010	2/18/1998
Japan	Pyrimidines Linked to a Quencher			2000-553439	6/10/1999
Japan	Method to Assay Enzymatic Covalent Bond Formation and Cleavage			2000-509870	8/18/1998
Japan	Multi-Fluorescent Hairpin Energy Transfer Oligonucleotides			PCT/US99/12799	6/11/1999
Netherlands	TMB Formulation for Soluble and Precipitable HRP-ELISA	0456782	1/17/1996	90916953.4	11/2/90
PCT	Detection of Targets with Green Fluorescent Protein and Fluorescent Variants Thereof			PCT/US98/03147	2/18/1998
PCT	Method and Composition for Controlling Formaldehyde Fixation by Delayed Quenching			WO 98/39330	4/19/1997

SCHEDULE 3.12(a)**Proprietary Rights**
(continued)

COUNTRY	TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
PCT	Nucleic Acid Amplification Oligonucleotides With Molecular Energy Transfer Labels and methods Based Thereon			PCT/US97/12315	7/15/1997
PCT	Method for Detecting Apoptosis Using FRET Labeled Oligonucleotides			WO 99/29905	12/11/1998
PCT	Pyrimidines Linked to a Quencher			WO 99/64431	6/10/1999
PCT	Multi-Fluorescent Hairpin Energy Transfer Oligonucleotides			WO 99/64432	6/11/1999
Sweden	TMB Formulation for Soluble and Precipitable HRP-ELISA	0456782	1/17/1996	90916953.4	11/2/90

Common Law Trademarks

CPGENOME

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