

09-06-2002



HEET

9.3.02

To the Honorable Commissioner

102213135

Attached original documents or copy thereof.

OFFER

1. Name of conveying party(ies): 2002 SEP -3 AM 9:17

DNA Sciences Laboratories, Inc.
3500 Paramount Parkway
Morrisville, North Carolina 27560

FINANCE SECTION

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

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

2. Name and address of receiving party(ies):

Name: PPD Development, LLC

Internal Address: _____

Street Address: 3151 South 17th Street

Wilmington, North Carolina 28412-6461

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

Other Texas Limited Liability Company

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) & addresses attached? Yes No

3. Nature of conveyance

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: December 27, 2001

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

Trademark Application No.(s): 75/767,644

B. Trademark Registration No.(s)

2,437,386

Additional numbers attached? Yes No

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

Name: Christopher J. Hussin

Internal Address: SHERIDAN ROSS P.C.

Suite 1200

Street Address: 1560 Broadway

City Denver State: CO ZIP 80202-5141

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: 19-1970

(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.

Christopher J. Hussin
Name of Person Signing

Signature

08/29/2002
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 and Trademarks
Box Assignments
Washington, DC 20231

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO COMMISSIONER FOR PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, DC 20231 ON Aug. 29, 2002

SHERIDAN ROSS P.C.

BY: Aimee M. Thuerk

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, is made to be effective as of this 29th day of December, 2001, by DNA SCIENCES LABORATORIES, INC., a Delaware corporation ("DNAS"), to PPD DEVELOPMENT, LLC, a Texas limited liability company ("PPD"), pursuant and subject to all of the representations, warranties, covenants, terms and conditions of that certain Asset Purchase Agreement dated December 28, 2001, by and between DNAS and PPD (the "Purchase Agreement"). All capitalized terms used but not defined herein shall have the same meanings assigned to them in the Purchase Agreement.

DNAS, in partial consideration of the payment of the purchase price required under the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, convey and assign unto PPD, its successors and assigns, the entire right, title and interest of DNAS in and to the trademarks, service marks and trade names, brand names, logos, insignias and designs, together with all applications therefor, and the goodwill related thereto, patents, patent applications, inventions, know-how, copyrights, products, trade secrets, proof of principle, product ideas, works of authorship, processes, copyrightable or patentable materials and any other proprietary information or intellectual property (whether or not registered) exclusively related to the Software, including, without limit, all patents and patent applications and all registered and unregistered trademarks, trade names, service marks, copyrights and mask works that are identified on Schedule A, but not including patents and patent applications which are being assigned by DNAS to PPD by separate instrument (collectively, the "Intellectual Property"); provided, however, that if DNAS owns or licenses any of the foregoing items of intellectual property which are not exclusively related to the Software but which are necessary for PPD to operate the Software as contemplated herein and in the Purchase Agreement, then DNAS shall take reasonable commercial actions to license or otherwise make such intellectual property available to PPD at no cost to PPD. DNAS further sells, transfers, conveys and assigns to PPD, its successors and assigns, all rights of DNAS, including common law rights, in the Intellectual Property, and all rights to sue for and obtain damages, injunctive relief and attorneys' fees for all past infringements with respect thereto and for all claims and causes of action heretofore accrued or hereafter accruing for misappropriation, infringement or other violation of proprietary or other rights in the Intellectual Property.

DNAS shall take such other actions as PPD may reasonably request from time to time, at PPD's expense, to assist PPD in the recordation of transfer of DNAS' ownership of the Intellectual Property, in the prosecution of applications to register the Intellectual Property, and in the maintenance and renewal of registrations therefor.

IN WITNESS WHEREOF, DNAS has caused this Assignment to be executed and delivered by its duly authorized representative this 27th day of December, 2001.

By: Susan D Berland
Name: SUSAN D BERLAND
Title: CHIEF FINANCIAL OFFICER

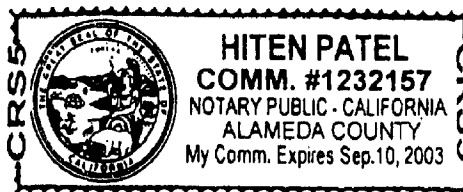
STATE OF California)
)
COUNTY OF Alameda) SS:

Before me, a Notary Public in and for said County and State, personally appeared Susan D Berland, who acknowledged himself to be the C.F.O. of DNA Sciences Laboratories, Inc., and that he as such being authorized to do so, executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27th day of December, 2001.

H. Patel
Notary Public

My Commission Expires: 9/10/03



Schedule A

PATENTS

60/170,432 Filed 13 December 1999

Tracking of Clinical Study Samples, Information and Results
Markidan, Oberoi, Melnick

09/736,619 Filed 13 December 2000

Tracking of Clinical Study Samples, Information and Results
Markidan, Oberoi, Melnick

PCT/US00/33938 Filed 13 December 2000

Tracking of Clinical Study Samples, Information and Results
Markidan, Oberoi, Melnick

PENDING USA TRADEMARK APPLICATIONS

GeneTrials (S/N 75-767644)

REGISTERED TRADEMARKS

- a. GeneTrials (U.S. Registration No. 2,437,386)
- b. GeneTrials (CTM Registration No. 961300)
- c. GeneTrials (Japanese Registration No. 4337208)
- d. GeneTrials (Swiss Registration No. 461977)
- e. GeneTrials (Canadian Registration No. TMA 537,061)

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