

10-07-2002

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



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

Tab settings

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

1. Name of conveying party(ies):

Beansprout Networks, Inc.

10/3/02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Innovex L.P.

Internal Address: c/o Quintiles Transnational Corp.

Street Address: 4709 Creekside Drive, Ste. 300

City: Durham State: NC Zip: 27703

- Individual(s) citizenship Association General Partnership Limited Partnership New Jersey Corporation-State 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) 2224711, 2269689

Additional number(s) attached Yes No

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

Name: Miranda R. Yalcin, Esq.

Internal Address: Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.

Street Address: 2500 First Union Capitol Center

City: Raleigh State: NC Zip: 27601

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:

DO NOT USE THIS SPACE

9. Signature.

Miranda R. Yalcin Name of Person Signing

Signature

September 16, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

10/07/2002 LNUELLER 0000067 2224711

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

01 FC:481 02 FC:482

40.00 OP 25.00 OP

TRADEMARK REEL: 002593 FRAME: 0430

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS effective as of the 13th day of September, 2002, by Beansprout Networks, Inc., a Delaware corporation ("Assignor"), and Innovex L.P., a New Jersey limited partnership ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of August 8, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.


In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

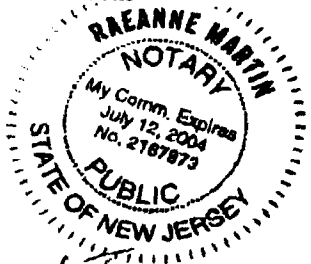
NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of this 26 day of AUGUST, 2002.

BEANSPROUT NETWORKS, INC.

By: 
Robert J. Enck
Chief Executive Officer



[SEAL]

State of N.J.)

County of Hunterdon)

ss.:

On this 26 day of Aug, 2002, before me, R. MARTIN, personally appeared Robert L. Enck, Chief Executive Officer of Beansprout Networks, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Raeanne Martin
Notary Public

SCHEDULE A

Registered Servicemarks and Trademarks

<u>Trademark Name</u>	<u>Filing Date</u>	<u>Case Number</u>	<u>Status</u>	<u>Registration Number</u>
BEANSPROUT Country: United States of America Classes: 38,42 Owner: Beansprout Networks, Inc	01-Mar-1997	BNS-602	Registered	2,224,711
BEANSPROUT NETWORKS Country: United States of America Classes: 38,42 Owner: Beansprout Networks, Inc	20-Aug-1999	BNS-601	Registered	2,269,689

Unregistered Servicemarks and Trademarks

Beansprout.net
Beansprout Pediatrics Network
Beansprout Family Network
Good Health Program
Good Health Education Program
GHP