

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Attorney Docket No: ROSA520893

1-31-92

To the Honorable Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rosetta Inpharmatics, Inc.

Individuals

Association

General Partnership

Limited Partnership

Corporation-State

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: Dec. 1, 2002

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

Name: Rosetta Inpharmatics LLC

Address: 12040 115th Avenue NE

City: Kirkland

State: WA ZIP: 98034

Individual(s) citizenship

Association State of

General Partnership State of

Limited Partnership State of

Corporation-State State of

Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation 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). 76/306,945; 75/367,245; 75/877,882; 76/030,949

B. Trademark Registration No(s). 2,484,752; 2,511,885; 2,457,880; 2,473,279

Additional numbers attached? Yes No

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

Lee E. Johnson, Esq.
CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}

1420 Fifth Avenue, Suite 2800
Seattle, WA 98101-2347
206.682.8100

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41):.....\$ 215.00

Please charge the \$215 filing fees to Deposit Account No. 03-1740.

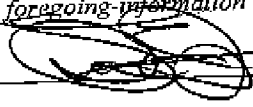
8. The Commissioner is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

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.

Lee E. Johnson
Name of Attorney or Agent
Registration No. 22,946
Direct Dial 206.695.1701



Signature

01/15/03
Date

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

OMB No. 0651-0011 (exp. 4/94)

CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to: U.S. Patent and Trademark Office, Assignment Division, Facsimile No. (703) 306-5995, on January 15, 2003

Barbara Coomer
(Signature)

Barbara Coomer
(Typed or printed name of the person signing the certificate)

TRADEMARK

REEL: 002597 FRAME: 0036

COPY

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, (this "Agreement") is entered into effective as of the 1st day of December 2002, between Rosetta Inpharmatics, Inc., a Delaware corporation (the "Corporation"), and Rosetta Inpharmatics LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. WHEREAS, the Board of Directors of the Corporation has decided to separate certain non-operating assets from its operating assets, retain such non-operating assets, and continue future operations with the operating assets as a limited liability company;

B. WHEREAS, in order to effectuate the foregoing change the operating assets and liabilities of the Corporation must be transferred to a new limited liability company.

C. WHEREAS, the Corporation desires to transfer the operating assets and liabilities of the Corporation to the Assignee pursuant to the terms hereof, and the Assignee is willing to give effect to such transfer on the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. Assignment. The Corporation hereby sells, assigns and transfers all of its right, title and interest in and to all of the assets relating to the Corporation except as set forth on Schedule 1 (the "Assigned Assets") to the Assignee.

2. Assumption. The Assignee accepts such Assignment of the Assigned Assets and hereby assumes all of the Corporation's obligations and liabilities relating to the Assigned Assets (the "Assumed Liabilities").

3. Further Assurances. The Corporation and the Assignee each agrees to take such other actions, if any, as are necessary to reflect and give effect to the transactions contemplated by this Agreement.

4. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Corporation and the Assignee and their respective successors and assigns. No person or entity shall in any respect be deemed to be a third party beneficiary with respect to this Agreement.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted, enforced in accordance with, and governed by, the laws of the State of Delaware applicable to agreements made and to be performed wholly within that jurisdiction.

6. Amendment, Waiver, etc. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding on the parties hereto unless the same shall be in writing and duly executed by such parties.

7. Headings. Section headings contained herein are for convenience of reference only and shall in no way affect the meaning or interpretation of the terms and provisions hereof.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ROSETTA INPHARMATICS, INC.

By: Caroline Dorsa
Name: Caroline Dorsa
Title: Vice President - Treasurer

ROSETTA INPHARMATICS LLC

By: Celia A. Colbert
Name: Celia A. Colbert
Title: Secretary

SCHEDULE 1

Intercompany note in aggregate principal amount of \$10,000,000 owed by Merck & Co., Inc. to Rosetta Inpharmatics, Inc.