

02-07-2003

Form PTO-1594 (Rev. 10/02) 2-4-03 RECOI TR



102358994

DEPARTMENT OF COMMERCE J.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): DoubleTwist, Inc. through Sherwood Partners, Inc., a California corp., solely as Assignee for the Benefit of Creditors of DoubleTwist, Inc.

- 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: Hitachi, Ltd. Internal Address:

6 Kanda-Surugadai 4 chome Street Address: Chiyoda-ku

City: Tokyo State: Japan Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other a Japan 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) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 6, 2002

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

A. Trademark Application No.(s) 76/264628 75/467037 75/314460 76/032159 76/032171 75/980676 76/199633 76/199559

B. Trademark Registration No.(s) 2183003 2460384 2119383 2541195 2176758 2132168

Additional number(s) attached Yes No

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

Name: Donna R. Gasiorowski Senior Legal Assistant to

Internal Address: Seth Traxler

KIRKLAND & ELLIS

Street Address: 200 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41) \$ 815.00

- Enclosed Authorized to be charged to deposit account any over or under payment

8. Deposit account number: 22-0440

(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.

Donna R. Gasiorowski Name of Person Signing

Donna Gasiorowski Signature

2/4/03 Date

Total number of pages including cover sheet, attachments, and document: 17

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

29686-117-A

02/06/2003 GTON11 00000089 76264628

01 FC:8521 02 FC:8522

40.00 OP 775.00 OP

TRADEMARK REEL: 002666 FRAME: 0714

Continuation of Box 4:

A.	75/903256	B.	2487805
	76/031785		2534856
	75/314657		
	75/289292		
	76/320242		
	76/176339		
	75/754863		
	75/289288		
	76/085088		
	76/032163		
	75/289163		
	75/903306		
	75/416784		
	75/903255		
	75/903307		
	75/314661		

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 6 day of September, 2002, ("Effective Date"), by and between DoubleTwist, Inc., a Delaware corporation, with its principal office at 2001 Broadway, Oakland, California 94612, through Sherwood Partners, Inc., a California corporation, solely as Assignee for the Benefit of Creditors of DoubleTwist, Inc., located at 300 South Grand Avenue, 14th Floor, Los Angeles, California 90071 ("Assignor"), and Hitachi, Ltd., a Japan company, with its principal office at 6 Kanda-Surugadai 4 Chome, Chiyoda-ku, Tokyo, Japan ("Assignee").

WHEREAS, by resolution of the board of directors (the "Board") of DoubleTwist, Inc., a Delaware corporation ("DoubleTwist"), as memorialized in the duly executed minutes, DoubleTwist has transferred ownership of all its rights, title and interest in and to tangible and intangible assets (the "Assets") to Sherwood Partners, Inc., a California corporation, solely as Assignee for the Benefit of Creditors of DoubleTwist, Inc. ("Sherwood"), and in so doing has also designated Sherwood to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Assignor. The Notice of Assignment for the Benefit of Creditors dated March 14, 2002 is attached as Exhibit A to this Assignment and made a part hereof.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 6, 2002, ("Agreement"), pursuant to which Assignor has agreed to sell and

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Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark registrations and applications for registration identified and set forth on Schedule A and the foreign trademark registrations and applications for registrations identified and set forth on Schedule B (collectively, the "Marks"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the business in connection with which the Marks and the Trade/Assumed Names are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past,

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present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor makes no warranties and representations to Assignee. THE MARKS ARE ASSIGNED ON AN "AS-IS, WHERE-IS" BASIS, AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE MARKS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY SUCH REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.



IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 10 day of September, 2002.

Sherwood Partners, Inc., solely as  
Assignee for the Benefit of Creditors of  
DoubleTwist, Inc.

By: [Signature]

Name: M.A. MAIDY

Title: PRESIDENT

Hitachi, Ltd.

By: \_\_\_\_\_

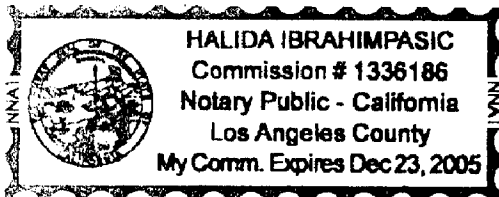
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles <sup>SS.</sup> )

On this 11 day of September, 2002, there appeared before me MICHAEL MAIDY personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Sherwood Partners, Inc., solely as Assignee for the Benefit of Creditors of DoubleTwist, Inc.

[Signature]  
Notary Public



IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 6 day of September, 2002.

Sherwood Partners, Inc., solely as  
Assignee for the Benefit of Creditors of  
DoubleTwist, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Hitachi, Ltd.

By: Hiroya Taguchi

Name: Hiroya Taguchi

Title: President & CEO, Life Science Group

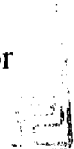
STATE OF )

) SS.

COUNTY OF )

On this 6 day of September, 2002, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Sherwood Partners, Inc., solely as Assignee for the Benefit of Creditors of DoubleTwist, Inc.

FILE



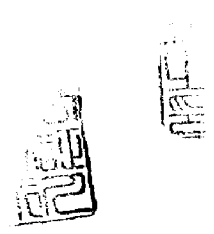
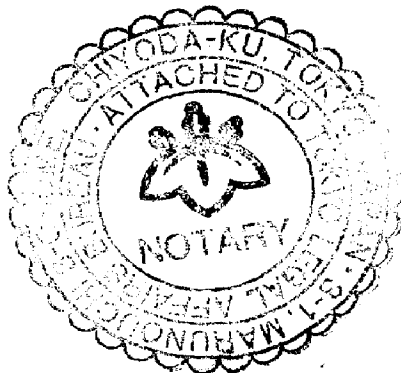
\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

On this 13 day of September, 2002, there appeared before me Hiroya Taguchi, personally known to me, who acknowledged that he/~~she~~ signed the foregoing Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of Hitachi, Ltd..



*Hisato Kobayashi*  
Notary ~~Public~~ HISATO KOBAYASHI





**SCHEDULE A**

<u>MARK</u>	<u>CLASS</u>	<u>SERIAL NO. FILING DATE</u>	<u>REG. NO. REGISTERED</u>
AGAVE	9	76/264628 5/30/01	
BODY LANGUAGE	9	75/467,037 4/13/98	
CHEMFOUNDRY	9	75/314,460 6/25/97	
CHEMWORLD	9	75/259,165 3/18/97	2183003 8/18/98
DESIGN (LOGO)	9, 42	76/032,159 4/21/00	
DO SCIENCE WHILE YOU SLEEP	9, 42	76/032,171 4/21/00	
DOUBLETWIST	9	75/794,171 9/8/99	2541195 2/19/02
DOUBLETWIST	42	75/980,676 1/23/01	
DOUBLETWIST	42	76/199,633 1/23/01	
DOUBLETWIST.COM	42	75/794,167 9/8/99	2460384 6/12/01
DOUBLETWIST.COM	42	76/199,559 1/23/01	
EMPOWERING THE SCIENTIST	9	75/903,256 1/25/00	
EMPOWERING YOUR DISCOVERY	9	76/031,785 4/21/00	
EXPRESSION CITY	9	75/314,657 6/25/97	
GENEFOREST	9	75/289,292 5/9/97	
GENEMILL	9	75/314,584 6/25/97	2176758 7/28/98
GENOME ZONE	42	76/320242 9/25/01	
GENESQUASHER	9	76/176,339 12/4/99	

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<u>MARK</u>	<u>CLASS</u>	<u>SERIAL NO. FILING DATE</u>	<u>REG. NO. REGISTERED</u>
GENESURVEYOR	9	75/754,863 7/20/99	
GENETHESAURUS	9	75/289,288 5/9/97	
GENEWORLD	9	75/169,150 9/20/96	2,119,383 12/9/97
LEA	9	76/085,088 7/6/00	
MYTWIST	9, 42	76/032,163 4/21/00	
PANGEA SYSTEMS	9	75/195,089 11/8/96	2,132,168 1/27/98
PANGEANETICS	9	75/289,163 5/9/97	
PORTAL TO THE CODE	9, 42	75/903,306 1/25/00	
PROPHECY	9	75/289,340 5/9/97	2,487,805 9/11/01
PULSE	9	75/416,784 1/12/98	
SOFTWARE FOR LIFE	9	75/903,255 1/25/00	
THE POWER TO DISCOVER	9	75/903,307 1/25/00	
TWISTTOOLS	9	76/032,161 4/21/00	2534856 1/29/02
WRAPSODY	9	75/314,661 6/25/97	

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SCHEDULE B

Foreign Trademarks

<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>SERIAL NO. FILING DATE</u>	<u>REG. NO. REGISTERED</u>
AGAVE	Canada		1124544 11/30/01	
AGAVE	Canada		1123826 12/3/01	
AGAVE	CTM		2485951 11/30/01	
CHEMWORLD	Canada	9, 42	839535 3/14/97	
CHEMWORLD	CTM	9, 16, 42	486159 3/11/97	486159 5/11/99
CHEMWORLD	Japan	9	9-28778 3/19/97	4496900 8/10/01
CHEMWORLD	Switzerland	9, 42	01981/1987 3/10/97	470348 3/13/97
DESIGN (LOGO)	Australia	9, 42	854435 10/20/00	
DESIGN (LOGO)	Canada	9	1079573 10/20/00	
DESIGN (LOGO)	China	9	2000162456 10/23/00	
DESIGN (LOGO)	China	42	2000162457 10/23/00	
DESIGN (LOGO)	CTM	42	1916691 10/20/00	
DESIGN (LOGO)	Hong Kong	9	2000/23336 10/20/00	
DESIGN (LOGO)	Hong Kong	42	2000/23337 10/20/00	
DESIGN (LOGO)	Japan	9, 42	2000114548 10/20/00	
DESIGN (LOGO)	New Zealand	9	625642 10/24/00	
DESIGN (LOGO)	New Zealand	42	625643 10/24/00	

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<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>SERIAL NO. FILING DATE</u>	<u>REG. NO. REGISTERED</u>
DESIGN (LOGO)	Singapore	9	18422/00 10/20/00	
DESIGN (LOGO)	Singapore	42	18423/00 10/20/00	
DESIGN (LOGO)	South Korea	9	200049363 10/21/00	
DESIGN (LOGO)	South Korea	42	200027385 10/21/00	
DESIGN (LOGO)	Taiwan	9	89061414 10/20/00	
DESIGN (LOGO)	Taiwan	42	89061415 10/20/00	
DOUBLETWIST	Argentina	9	2324926 1/24/01	
DOUBLETWIST	Argentina	42	2324927 1/24/01	
DOUBLETWIST	Argentina	9, 42	863470 1/19/02	
DOUBLETWIST	Brazil	9	823642712 3/13/02	
DOUBLETWIST	Brazil	42	823642720 3/13/01	
DOUBLETWIST	Canada	9, 42	1091598 2/5/01	
DOUBLETWIST	China	9	2001029168 3/19/01	
DOUBLETWIST	China	35	2001039170 3/19/01	
DOUBLETWIST	China	42	2001039169 3/19/01	
DOUBLETWIST	CTM	9	16368 EP 1/18/01	
DOUBLETWIST	Hong Kong	9	01244/2001 1/20/01	
DOUBLETWIST	Hong Kong	42	01245/2001 1/20/01	
DOUBLETWIST	Japan	9, 42	2001/3123 1/18/01	

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<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>SERIAL NO. FILING DATE</u>	<u>REG. NO. REGISTERED</u>
DOUBLETWIST	Mexico	9	1/24/01	
DOUBLETWIST	Mexico	42	1/24/01	
DOUBLETWIST	New Zealand	9	631155 1/8/01	
DOUBLETWIST	New Zealand	42	631156 1/8/01	
DOUBLETWIST	Norway	9, 42	200101114 1/22/01	
DOUBLETWIST	Singapore	9	T01/01221Z 1/30/01	
DOUBLETWIST	Singapore	42	T01/01222H 1/30/01	
DOUBLETWIST	South Korea	9, 42	2001244 1/18/01	
DOUBLETWIST	Switzerland	9, 42	006432001 1/22/01	489828 1/22/01
DOUBLETWIST	Taiwan	9	90002178 1/20/01	
DOUBLETWIST	Taiwan	42	90002179 1/20/01	
GENESQUASHER	Argentina	9	2.340.664 6/4/01	
GENESQUASHER	Australia	9	877628 5/31/01	
GENESQUASHER	Brazil	9		
GENESQUASHER	Canada	9	1105026 6/1/01	
GENESQUASHER	China	9		
GENESQUASHER	CTM	9	2239408 5/31/01	
GENESQUASHER	Hong Kong	9		
GENESQUASHER	Japan	9	2001-49353 5/31/01	

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<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>SERIAL NO. FILING DATE</u>	<u>REG. NO. REGISTERED</u>
GENESQUASHER	Mexico	9	488764 6/4/01	
GENESQUASHER	New Zealand	9		
GENESQUASHER	Norway	9	2001 06999 6/5/01	212662 1/10/02
GENESQUASHER	Singapore	9	7830/01 6/1/01	
GENESQUASHER	South Korea	9		
GENESQUASHER	Switzerland	9	5476/2001 6/1/01	491195 6/1/01
GENESQUASHER	Taiwan	9		
GENEWORLD	Canada	9, 42	839931 3/20/97	TMA 509625 3/19/99
GENEWORLD	CTM	9	485888 3/11/97	485888 3/11/97
GENEWORLD	Japan	9	28776 3/19/97	4255460 3/26/99
GENEWORLD	Switzerland	9		
LEA	Australia	9, 42	862335 1/8/01	
LEA	Canada	9	1088267 1/8/01	
LEA	Canada	9, 42	1090989 1/31/01	
LEA	China	9	2001005031 1/8/01	
LEA	China	42	2001005030 1/8/01	
LEA	CTM	9	2029882 1/8/01	
LEA	Hong Kong	9	01/00371 1/5/01	
LEA	Hong Kong	42	01/00372 1/10/01	
LEA	Japan	9, 42	2001-677	

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<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>SERIAL NO.</u> <u>FILING DATE</u>	<u>REG. NO.</u> <u>REGISTERED</u>
			1/9/01	
LEA	New Zealand	9	630456 1/8/01	
LEA	New Zealand	42	630457 1/8/01	
LEA	Norway	9, 42	2001 01145 1/23/01	
LEA	Singapore	9	T01/01041A 1/5/01	
LEA	Singapore	42	T01/01042Z 1/5/01	
LEA	South Korea	9	2001523 1/16/01	
LEA	South Korea	42	2001267 1/16/01	
LEA	Switzerland	9, 42	006442001 1/22/01	
LEA	Taiwan	9	9000565 1/8/01	
LEA	Taiwan	42	9000566 1/8/01	
PANGEA SYSTEMS	Canada	9, 16, 42	840000 3/20/97	TMA 527717 5/15/00
PANGEA SYSTEMS	CTM	9, 16, 42	484725 3/11/97	484725 3/11/97
PANGEA SYSTEMS	Japan	9	28777 3/19/97	4255460 3/26/99
PANGEA SYSTEMS	Switzerland	9, 42	01892/1997 3/10/97	44701 3/10/97
TWISTTOOLS	Argentina	9	2.334.296 4/11/01	
TWISTTOOLS	Argentina	42	2.334.297 4/11/01	
TWISTTOOLS	Australia	9	854436 10/20/00	

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<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>SERIAL NO. FILING DATE</u>	<u>REG. NO. REGISTERED</u>
TWISTTOOLS	Canada	9	1079574 10/20/00	
TWISTTOOLS	China	9	2000162455 10/23/00	
TWISTTOOLS	CTM	9	1913706 10/20/00	1913706 12/17/01
TWISTTOOLS	Hong Kong	9	2000/23335 10/20/00	
TWISTTOOLS	Japan	9	2000114547 10/20/00	4465212 4/6/01
TWISTTOOLS	New Zealand	9	625641 10/24/00	625641 4/21/00
TWISTTOOLS	Norway	9, 42	200104204 3/29/01	211386 10/25/01
TWISTTOOLS	Singapore	9	1842400 10/20/00	
TWISTTOOLS	South Korea	9	200049362 10/21/00	
TWISTTOOLS	Switzerland	9, 42	031282001 3/27/01	492693 3/27/01
TWISTTOOLS	Taiwan	9	89061413 10/20/00	

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平成拾四年登簿第 証書〇号

株式会社日立製作所ライフサイエンス推進事業

部事業部長兼CEO田口裕也は、当職の面前で、

同綴の譲渡証に自ら署名した。

よって、右認証する。

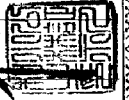
平成拾四年九月拾参日、本職役場において

東京都千代田区丸の内参丁目参番巷号

東京法務局所属

公証人

小林永幸



公証人役場



TRADEMARK

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner of Patents and Trademarks  
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Washington, D.C. 20231

**“EXPRESS MAIL” CERTIFICATE OF MAILING**

“Express Mail” label number: EL 576880250 US

Date of Deposit: February 4, 2003

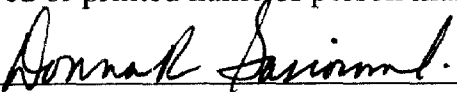
I hereby certify that the following attached paper or fee:

Recordation Cover Sheet, Trademarks Only, Request for recording of 9/6/02  
Assignment of Trademarks from DoubleTwist, Inc. to Hitachi, Ltd. against U.S.  
Appln. Serial No. 76/264628 and 31 additional applications and registrations,  
check for \$815 and return postcard receipt

Is being deposited with the United States Postal Services “Express Mail Post Office to Addressee” service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, BOX ASSIGNMENTS, Washington, D.C. 20231.

Donna R. Gasiorowski

(typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)

Ref.: 29686-117-A