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

RECORDATION FORM
TRADEMARKS ONLY

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

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| <p>1. Name of conveying party(ies): Perimmune, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies): Name: <u>Intracel Corporation</u> Internal Address: Street Address: <u>1330 Piccard Drive</u> City: <u>Rockville</u> State: <u>MD</u> Zip: <u>20850</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <u>Nunc Pro Tunc as of November 22, 2002</u></p> | |

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| <p>4. Application Number(s) or Registration Number(s): A. Trademark Application No.(s): <u>2211538</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>B. Trademark Registration No.(s): <u>2,211,538</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
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| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Stephanie K. Wade</u> <u>DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP</u> Internal Address: <u>Atty. Dkt.: 18602.0004</u> Street Address: <u>2101 L Street, N.W.</u> <u>Suite 400</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037-1526</u></p> | <p>6. Total Number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to Deposit Account <input checked="" type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>04-1073</u> (Attach duplicate copy of this page if paying by deposit account)</p> |
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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.

Stephanie K. Wade Stephanie Wade February 25, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

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ASSIGNMENT

This ASSIGNMENT OF TRADEMARKS is made effective nunc pro tunc as of November 22, 2002, by PerImmune, Inc., a Delaware corporation, (hereinafter "Assignor"), in favor of Intracel Corporation, a Delaware corporation (hereinafter "Assignee").

WHEREAS, Assignor has adopted and is using the mark HUMASPECT (hereinafter "Mark") in various countries throughout the world including the United States;

WHEREAS, Assignor is the owner of United States Trademark Registration No. 2,211,538 of the Mark which issued on December 15, 1998 (hereinafter "Registration");

WHEREAS, the Assignee has agreed to purchase and assume, and the Assignor has agreed to sell and assign, the Mark free and clear of all liens, claims, encumbrances or interests, subject only to the lien of (i) PEG Intracel Lending Co. LLC as created by the Secured Super-Priority Debtor in Possession Credit Agreement, dated as of October 31, 2002 among Assignor and Intracel Netherlands B.V., as Borrowers, the subsidiaries of Assignor as guarantors and PEG Intracel Lending Co. LLC, as amended by that certain First Amendment, dated February 25, 2002, as further amended by that certain Amendment, dated as of October 4, 2002 (the "PEG Lien") and (ii) the lien of Akzo Nobel Pharma International, B.V. as created by the Intellectual Property Security Agreement, dated as of August 13, 1996, by and among PerImmune Holdings, Inc., PerImmune, Inc., Akzo Nobel Pharma International, B.V. and Organon Teknika Corporation, as amended by Amendment No. 1, dated July 31, 1998, as further amended by Amendment No. 2, dated December 30, 1999 (the "Akzo Lien" and together with the PEG Lien, the "Permitted Liens");

WHEREAS, Assignee desires to acquire said Mark and goodwill associated with said Mark and any and all registrations thereof; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee, nunc pro tunc as of November 21, 2002, subject only to Permitted Liens, the entire right, title and interest in and to,

