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PTO-1594 1-31-92	RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof. P.O. Box 1450 Alexandria, VA 22313-1450			
<p>1. Name of conveying party(ies): Genicon Sciences Corporation</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- California <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: Invitrogen Corporation</p> <p>Internal Address _____</p> <p>Street Address 1600 Faraday Avenue</p> <p>City <u>Carlsbad</u> State <u>CA</u> ZIP <u>92008</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 <u>Delaware</u> <input type="checkbox"/> Other _____</p>		
<p>3. Nature of conveyance:</p> <p><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>June 27, 2003</u></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 (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>4. Application number(s) or registration number(s):</p> <p style="text-align: center;">76/283343 GENICON</p> <p>A. Trademark Application No.(s) <u>SCIENCES</u></p>		<p>B. Trademark registration No.(s) _____</p>	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, New York 10036-2711</p> <p>Attn: <u>Ilene B. Tannen, Esq.</u></p> <p>File No.: <u>11032-007-999</u></p>		<p>6. Total number of applications and registrations involved: <u>1</u></p> <hr/> <p>7. Total fee (37 CFR 3.41)..... \$ <u>40</u> Please charge to the deposit account listed in Section 8.</p> <hr/> <p>8. Deposit account number: <u>16-1150</u></p>	
DO NOT USE THIS SPACE			
<p>9. Statement and signature.</p> <p><i>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.</i></p>			
<p><u>Ilene B. Tannen</u></p> <p>Name of Person Signing</p>		<p style="text-align: right;"><u>July 21, 2003</u></p> <p style="text-align: right;">Date</p>	
<p style="text-align: center;">Reg. No.</p>		<p style="text-align: center;">Signature</p>	
Total number of pages comprising cover sheet: <u>1</u>			

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T-704 P.004/011 F-780

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

GENICON SCIENCES CORPORATION

AND

INVITROGEN CORPORATION

JUNE 27, 2003

TABLE OF CONTENTS

Page

[MUST BE UPDATED]

ARTICLE I DEFINITIONS1
1.1 Definitions.....1

ARTICLE II ASSET PURCHASE.....6
2.1 Purchase and Sale of Assets; Assumption of Liabilities.....6
2.2 Purchase Price and Related Matters.....8
2.3 The Closing.....9
2.4 Further Assurances.....10

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER.....10
3.1 Organization and Qualification; Subsidiaries.....10
3.2 Certificate of Incorporation and By-Laws.....11
3.3 Authority Relative to this Agreement.....11
3.4 No Conflict; Required Consents and Filings.....11
3.5 Compliance, Permits.....12
3.6 Financial Statements.....13
3.7 Absence of Certain Changes or Events.....13
3.8 No Undisclosed Liabilities.....13
3.9 Absence of Litigation.....14
3.10 Employee Benefit Plans, Employment Agreements.....14
3.11 Employment and Labor Matters.....16
3.12 Restrictions on Business Activities.....16
3.13 Title to Property.....16
3.14 Taxes.....16
3.15 Environmental Matters.....19
3.16 Intellectual Property.....19
3.17 Interested Party Transactions.....20
3.18 Trade Relations.....20
3.19 Disclosure.....20

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYER.....20
4.1 Organization.....20
4.2 Authority.....20
4.3 Noncontravention.....21
4.4 Litigation.....21

ARTICLE V CONDITIONS PRECEDENT TO CLOSING.....21
5.1 Conditions to Obligations of the Buyer.....21
5.2 Conditions to Obligations of Seller.....23

ARTICLE VI INDEMNIFICATION23
6.1 Indemnification by Seller.....23

TABLE OF CONTENTS
(continued)

	<u>Page</u>
6.2 Indemnification by the Buyer	24
6.3 Claims for Indemnification	24
6.4 Survival	25
6.6 Treatment of Indemnification Payments	26
ARTICLE VII ADDITIONAL COVENANTS	26
7.1 Taxes	26
7.2 UCC Matters	27
7.3 Discharge of Business Obligations	27
7.4 Public Announcement	27
7.5 Post Closing Obligation to Employees	27
7.6 Non-Solicitation of Employees	28
7.7 Delivery of Certain Business Records	29
7.8 Confidentiality	29
ARTICLE VIII POST-CLOSING AGREEMENTS	29
8.1 Collection of Receivables	29
ARTICLE IX MISCELLANEOUS	30
9.1 No Third-Party Beneficiaries	30
9.2 Entire Agreement	30
9.3 Succession and Assignment	30
9.4 Notices	30
9.5 Amendments and Waivers	31
9.6 Severability	31
9.7 Expenses	31
9.8 Specific Performance	31
9.9 Governing Law	31
9.10 Construction	31
9.11 Waiver of Jury Trial	32
9.12 Incorporation of Exhibits and Schedules	32
9.13 Counterparts and Facsimile Signature	32

JUL-16-03 11:40 FROM-
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T-704 P.007/011 F-780

Schedules:

Schedule 2.1(a)(i)
Schedule 2.1(a)(ii)
Schedule 5.1(g)
Seller's Schedule 9.5(a)
Buyer's Schedule 9.5(a)

Assigned Contracts
Trademarks and Patent Rights
Applicable Permits
Seller Employees
Transferred Employees

Exhibits:

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

Bill of Sale
Assignment and Assumption Agreement
Form of Confidentiality/Employment Agreements
Inverness Agreements
Form of Funding Agreement

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of June 27, 2003, by and between Genicon Sciences Corporation, a California Corporation ("Seller"), and Invitrogen Corporation, a Delaware corporation (the "Buyer"). Seller and the Buyer are referred to herein individually as a "Party" and collectively as the "Parties."

INTRODUCTION

Seller has proprietary technology in labeling and detection and is in the business of commercializing reagents and instruments related thereto.

The Buyer desires to purchase from Seller, and Seller desires to sell to the Buyer, all of Seller's right, title and interest in and to the assets and properties of the Business, upon the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Whenever used in this Agreement, the terms defined below shall have the indicated meaning:

"Account Parties" shall have the meaning set forth in Section 10.1.

"Ancillary Agreements" shall mean the Assignment and Assumption Agreement and the Bill of Sale.

"Affiliate" means, with respect to any Person, any Person which directly or indirectly through stock ownership or otherwise either controls, or is controlled by or under common control with, such Person.

"Agreement" shall have the meaning set forth in the preamble.

"Applicable Accounting Principles" means United States generally accepted accounting principles ("GAAP") (applied on a "going concern" basis without reflecting the transactions contemplated under this Agreement).

"Applicable Permits" shall have the meaning set forth in Section 6.1(g).

"Assigned Contracts" shall have the meaning set forth in Section 2.1(a)(i).

ARTICLE II ASSET PURCHASE

2.1 Purchase and Sale of Assets; Assumption of Liabilities.

(a) Transfer of Assets. At the Closing Seller shall sell, convey, assign, transfer and deliver to the Buyer, and the Buyer shall purchase and acquire from Seller, substantially all of Seller's right, title and interest in and to the Business Assets, free and clear of all material Liens, other than Permitted Encumbrances. For purposes of this Agreement, the "Business Assets" shall mean substantially all assets used in the operation of the Business on the date of this Agreement (excluding (i) any cash (whether restricted or unrestricted), cash equivalents or investment securities (such as the shares of equity of Inverness Medical Innovations, Inc.) of Seller and (ii) any radioactive material and/or waste), including, without limitation, all of Seller's right, title and interest in and to the following:

(i) those oral and written contracts, agreements, licenses, and other arrangements used in the Business set forth on Schedule 2.1(a)(i) and all exhibits and amendments thereto (the "Assigned Contracts");

(ii) all of Seller's right, title and interest in any Proprietary Assets generated or used by or on behalf of Seller in connection with the Business, including, without limitation, those trademarks and trade names and registrations thereof and registration applications therefor set forth on Schedule 2.1(a)(ii) hereto (the "Trademarks") and those patents (including any extension, reissue, reexamination or the like relating thereto) and patent applications (including any provisional, divisional, continuation or continuation in part) set forth on Schedule 2.1(a)(iii) hereto (the "Patent Rights");

(iii) all actions, claims, causes of action, rights of recovery, choses in action or rights to set off, whether arising out of occurrences before or after the Closing Date, including Third-Party warranties and guarantees with respect to any of the Business Assets;

(iv) all of Seller's accounts receivable and other receivables relating to the Business Assets or arising out of the conduct of the Business (including without limitation the accounts receivable owed to Seller by Qiagen GmbH of at least \$250,000, and any cash payments made on such Qiagen GmbH receivable); and

(v) all other assets and properties reflected on the Closing Statement of Assets (excluding any cash (whether restricted or unrestricted), cash equivalents or investment securities of Seller, other than cash received from Qiagen GmbH pursuant to Section 2.1(a)(iv)).

(b) Assumed Liabilities. The Buyer shall (x) be responsible for all Liabilities associated with the Buyer's ownership, operation and use of the Business Assets and the Business from and after the Closing and (y) at the Closing, assume and agree to pay, perform and discharge when due the following additional Liabilities (the Liabilities specified in the foregoing clauses (x) and (y) being herein referred to as the "Assumed Liabilities");

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T-704 P.010/011 F-780
T-257 P.002/003 F-325

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

GENICON SCIENCES CORPORATION

By: 

Name: PATRICK J. MALLOW

Title: PRESIDENT & CEO

INVITROGEN CORPORATION

By: 

Name: John D. Thompson

Title: Vice President

[Signature page to Asset Purchase Agreement]

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Schedule 2.1a(ii) (Trademarks)

GENICON SCIENCES TRADEMARK REFERENCE NUMBERS

Reference No.	TITLE	Serial No. Filing Date
TM001A	<i>G-Spot Logo</i> Classes 1 and 5	76/276561 ^{2nd reg/ser in 11/5/03} 6/26/01 - allowed
	Australia (classes 1, 5)	898888 - registered
	Brazil (class 1)	824248660
	Canada (classes 1, 5)	1125840 - abandoned
	China (class 1)	3049840 - abandoned
	*Europe (classes 1, 5)	2510493 ^{reg in 6/16/03}
	Hong Kong (class 1)	20735/2001 - abandoned
	Japan (classes 1, 5)	2001-114696 - abandoned
	Mexico (class 1)	526579
	Switzerland (classes 1, 5)	12073/2001 - abandoned
TM001B	<i>G-Spot Logo</i> Class 9	76/381181 3/11/02
	Brazil	824248651
	China	3049839 - abandoned
	Hong Kong	20736/2001 - abandoned
	Mexico	526580
[REDACTED SECTION]		
TM003A	<i>Genicon Sciences</i> Classes 1, 5, 9 and 25	76/283343 ^{ser/inst in 7/2/03} 7/11/01 - allowed
	Australia (classes 1, 9)	899862 - registered
	Brazil (class 1)	824265874
	Canada (classes 1, 9)	1127465 ^{reg in 9/27/03}
	China (class 1)	3064636 - abandoned
	Europe (classes 1, 9)	2527828
	Hong Kong (class 1)	2002-00281 - abandoned
	Japan (classes 1 and 9)	2002-1026 - abandoned
	Mexico (class 1)	527538
	Switzerland (classes 1, 5, 9)	00133/2002 - registered (499.510)

1/15/2003