

06-18-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 Exp. 6/30/2005 Tab settings



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

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

1. Name of conveying party(ies):

Luminex Corporation 12212 Technology Boulevard Austin, Texas 73727

6-6-03

- 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: RBM Acquisition, Inc.

Internal Address:

Street Address: 4 Niles Road

City: Austin State: TX Zip: 78703

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Asset Purchase Agreement

Execution Date: 9/5/2002

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

A. Trademark Application No.(s) 76/394,987 76/394,988

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: J. Patrick Doherty

Internal Address:

Doherty, Doherty & Adams, L.L.P.

Street Address: 1717 St. James Place

Suite 520

City: Houston State: TX Zip: 77056

6. Total number of applications and registrations involved:

2

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Robert L. Brewer Name of Person Signing

Signature

June 6, 2003 Date

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

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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):

Luminex Corporation 12212 Technology Boulevard Austin, Texas 73727

1-23-03

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

2. Name and address of receiving party(ies)

Name: RBM Acquisition, Inc. Internal Address: Street Address: 4 Niles Road City: Austin State: TX Zip: 78703

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Asset Purchase Agreement

Execution Date: 9/5/2002

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

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A. Trademark Application No.(s) 76/394,987 76/394,988

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: J. Patrick Doherty Internal Address: Doherty, Doherty & Adams, L.L.P. Street Address: 1717 St. James Place Suite 520 City: Houston State: TX Zip: 77056

6. Total number of applications and registrations involved:

2

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

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8. Deposit account number:

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9. Signature.

Robert L. Brewer Name of Person Signing

[Signature] Signature

January 21, 2003 Date

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U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 9-18-02
Luminex Corporation
12212 Technology Boulevard
Austin, Texas 78727
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

2. Name and address of receiving party(ies)
Name: REM Acquisition, Inc.
Internal
Address: _____
Street Address: 4 Niles Road
City: Austin State: TX Zip: 78703
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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: September 5, 2002

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) 76/394,987
76/394,988
Additional number(s) attached Yes No

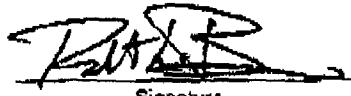
B. Trademark Registration No.(s) _____

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: J. Patrick Doherty
Internal Address: _____
Doherty, Doherty & Adams, L.L.P.
Street Address: 1717 St. James Place
Suite 520
City: Houston State: TX Zip: 77056

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00
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 Authorized to be charged to deposit account _____
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9. Signature.
Robert L. Brewer  September 12, 2002
Name of Person Signing Signature Date

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02 FC-02 25.00 09

All documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

ASSET PURCHASE AGREEMENT

by and among

RULES-BASED MEDICINE, INC.,

LUMINEX CORPORATION

and

RBM ACQUISITION, INC.

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3.16 Transactions With Affiliates. Except as set forth on Schedule 3.16, no employee, officer or director of Buyer or member of his or her immediate family is indebted to Buyer, nor is Buyer indebted (or committed to make loans or extend or guarantee credit) to any of them. To the knowledge of the officers of Buyer, none of such persons has any direct or indirect ownership interest in any firm or corporation with which Buyer is affiliated or with which Buyer has a business relationship, or any firm or corporation that competes with Buyer, except that employees, officers or directors of Buyer and members of their immediate families may own stock in publicly traded companies that may compete with Buyer. No member of the immediate family of any officer or director of Buyer is directly or indirectly interested in any material contract with Buyer.

3.17 Compliance with Laws. The operations of Buyer have been conducted in compliance with all applicable laws and regulations, including, without limitation, all applicable laws, regulations, orders and requirements promulgated by any governmental authority of competent jurisdiction and relating to consumer protection, equal opportunity, health care industry regulation, environmental protection, fire, and occupational safety matters. Buyer has not received written notice of any violation (or of any investigation, inspection, audit, or other proceeding by any governmental authority involving allegations of any violation) of any applicable law, and, to the knowledge of Buyer, no investigation, inspection, audit, or other proceeding by any governmental authority involving allegations of violation of any applicable law has been threatened or contemplated. Buyer has no knowledge of any pending legislation or regulation that would have a material adverse effect on (i) the business of Buyer, or (ii) the transactions contemplated by this Agreement or any of the other agreements contemplated hereunder or executed herewith.


3.18 No Brokers. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. Buyer is not aware of any claim for payment of any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

3.19 Intellectual Property. Schedule 3.19 sets forth all of the intellectual property of the RBM Business including any trade secret, formula, process, concept, method or know-how related thereto. To the knowledge of the officers of Buyer, no other intellectual property of the RBM Business currently exists. To the knowledge of the officers of Buyer, the intellectual property of the RBM Business does not infringe upon any patent, trademark, trade name, servicemark, copyright or trade secret owned or claimed by a third party.


3.20 Customers; Marketing. To the knowledge of the officers of Buyer, Schedule 3.20(a) contains a complete list of all customers or known potential customers of Luminex or Seller or individuals, corporations, partnerships, joint ventures or any other entity ("Persons") (known to be such by any of such officers) that any of the Transferring Employees have contacted since January 1, 2002 or anticipate contacting prior to March 31, 2003 with respect to the RBM Business. To the knowledge of the officers of Buyer, Schedule 3.20(b) contains a complete list of any and all persons (i) to whom Buyer anticipates marketing its products or

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the
to be duly delivered on their behalf on the day and year first written above.


RULES-BASED MEDICINE, INC.

By: 
Name: Harrison T. Currie
Title: CFO

LUMINEX CORPORATION

By: 
Name: Harrison T. Currie
Title: CFO

RBM ACQUISITION, INC.

By: 
Name: Mark B. Chandler
Title: CEO

SCHEDULE 3.19

Intellectual Property

1. Trademarks

U.S. Trademark Application No. 76/394,987
“Rules-Based Medicine”

U.S. Trademark Application No. 76/394,987
“Health Corps”

2. Domain Names

rulesbasedmedicine.com

rulesbasedmedicine.net

rulesbasedmedicine.org

rules-basedmedicine.com

rules-basedmedicine.net

rules-basedmedicine.org

healthcorps.com

healthcorps.org

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