

08-05-2003



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

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): INTRACEL CORPORATION 7-17-03
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: INTRACEL ONCOVAX U.S. LLC
Internal Address: 93 Monocacy Boulevard, Unit 8
Street Address: Frederick State: MD Zip: 21701
City: State: Zip:
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware Limited Liability
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: November 29, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) B. Trademark Registration No.(s)
2211538 2263900
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gabrielle S. Roth
Internal Address: Dickstein Shapiro Morin & Oshinsky LLP
Street Address: 2101 L Street, NW
City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 65.00
Enclosed Authorized to be charged to deposit account (Any deficiencies)
8. Deposit account number: 04-1073
(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.
Gabrielle S. Roth Signature Date 7/17/03

08/04/2003 DBYRNE 00000221 2211538 40.00 25.00

Total number of pages including cover sheet, attachments, and document: 6
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**ASSIGNMENT**  
**(U.S. and Foreign Trademarks)**

This ASSIGNMENT OF TRADEMARKS is made this 29<sup>th</sup> day of November, 2002, by INTRACEL CORPORATION, a Delaware corporation (the "Assignor"), in favor of Intracel OncoVax U.S. LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor has adopted and is using the Marks set forth on Exhibit A hereof which it has used in various countries throughout the world including the United States;

WHEREAS, the Assignee has agreed to purchase and assume, and the Assignor has agreed to sell and assign, the Marks 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 the Seller and Intracel Netherlands B.V., as Borrowers, the subsidiaries of the Seller 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"), on the terms and conditions set forth in that certain Asset Purchase Agreement, dated April 29, 2002, as amended by that certain First Amendment to Asset Purchase Agreement, dated May 20, 2002, as further amended by that certain Amendment No. 2 to Asset Purchase Agreement, dated as of November 29, 2002 (the "Purchase Agreement");

WHEREAS, the terms and conditions and transactions contemplated by the Purchase Agreement, including without limitation the sale of the assets to be conveyed pursuant to this Assignment free and clear of all liens, interests, claims or encumbrances whatsoever, subject only to Permitted Liens, have been approved and ordered in all respects by the United States

Bankruptcy Court for the District of Maryland, Greenbelt Division pursuant to an order issued by such Bankruptcy Court on August 15, 2002; and

WHEREAS, the Assignee desires to acquire said Marks and goodwill associated with said Marks and any and all registrations thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee, subject only to Permitted Liens, the entire right, title and interest in and to the registrations for said Marks and all of its right, title and interest to said Marks not presently registered set forth in Exhibit A hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which the Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof.

*[Remainder of Page Intentionally Left Blank]*

ASSIGNEE:

Signed at FREDERICK, in the County of FREDERICK, State of MARYLAND, this 22 day of November, 2002.

INTRACEL ONCOVAX U.S. LLC .

By: Intracel Formation Corporation

By: *Peter R. Nardin*  
Peter R. Nardin  
President

STATE of MARYLAND )  
COUNTY of Montgomery ) ss:

On this 22 day of November, 2002, personally before me came Peter R. Nardin, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledge that he executed the same.

*Steph W. Watkins*  
Notary Public

(SEAL)

My Commission Expires  
May 1, 2003



Exhibit A

The rights (other than the European rights) to the following trademarks:

1. OncoVAX (Registration Number 2263900)
2. HumaSpect (Registration Number 2211538)

ASSIGNMENT  
(U.S. and Foreign Trademarks)

This ASSIGNMENT OF TRADEMARKS is made this 29<sup>th</sup> day of November, 2002, by INTRACEL CORPORATION, a Delaware corporation (the "Assignor"), in favor of Intracel OncoVax U.S. LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor has adopted and is using the Marks set forth on Exhibit A hereof which it has used in various countries throughout the world including the United States;

WHEREAS, the Assignee has agreed to purchase and assume, and the Assignor has agreed to sell and assign, the Marks 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 the Seller and Intracel Netherlands B.V., as Borrowers, the subsidiaries of the Seller 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"), on the terms and conditions set forth in that certain Asset Purchase Agreement, dated April 29, 2002, as amended by that certain First Amendment to Asset Purchase Agreement, dated May 20, 2002, as further amended by that certain Amendment No. 2 to Asset Purchase Agreement, dated as of November 29, 2002 (the "Purchase Agreement");

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WHEREAS, the Assignee desires to acquire said Marks and goodwill associated with said Marks and any and all registrations thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee, subject only to Permitted Liens, the entire right, title and interest in and to the registrations for said Marks and all of its right, title and interest to said Marks not presently registered set forth in Exhibit A hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which the Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof.

*[Remainder of Page Intentionally Left Blank]*



ASSIGNEE:

Signed at FREDERICK, in the County of FREDERICK, State of MARYLAND, this 22 day of November, 2002.

INTRACEL ONCOVAX U.S. LLC

By: Intracel Formation Corporation

By: *Peter R. Nardin*  
Peter R. Nardin  
President

STATE of MARYLAND )  
COUNTY of Montgomery ) ss:

On this 22 day of November, 2002, personally before me came Peter R. Nardin, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledge that he executed the same.

*Shylla W. Watkins*  
Notary Public

(SEAL)

My Commission Expires  
May 1, 2003



Exhibit A

The rights (other than the European rights) to the following trademarks:

1. OncoVAX (Registration Number 2263900)
2. HumaSpect (Registration Number 2211538)

1535487 v5: WWSF05!.DOC OncoVax U.S. Trademark