

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                         |                |
|-------------------------|----------------|
| <b>SUBMISSION TYPE:</b> | NEW ASSIGNMENT |
|-------------------------|----------------|

|                              |  |
|------------------------------|--|
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|------------------------------|--|

**CONVEYING PARTY DATA**

| Name                     | Formerly | Execution Date | Entity Type  |
|--------------------------|----------|----------------|--------------|
| Genzyme Corporation      |          | 04/30/2001     | CORPORATION: |
| Wyntek Diagnostics, Inc. |          | 04/30/2001     | CORPORATION: |

**RECEIVING PARTY DATA**

|                        |                     |
|------------------------|---------------------|
| <b>Name:</b>           | Genzyme Corporation |
| <b>Street Address:</b> | 500 Kendall Street  |
| <b>City:</b>           | Cambridge           |
| <b>State/Country:</b>  | MASSACHUSETTS       |
| <b>Postal Code:</b>    | 02142               |
| <b>Entity Type:</b>    | CORPORATION:        |

**PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2158134 | WYNTEK    |
| Registration Number: | 2099931 | OSOM      |

**CORRESPONDENCE DATA**

Fax Number: (508)872-5415  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: linda.leontie@genzyme.com

Correspondent Name: Legal Department

Address Line 1: 15 Pleasant Street Connector

Address Line 4: Framingham, MASSACHUSETTS 01701

|                           |               |
|---------------------------|---------------|
| <b>NAME OF SUBMITTER:</b> | Linda Leontie |
|---------------------------|---------------|

**Total Attachments: 5**  
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## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") dated as of April 30, 2001 is among Genzyme Corporation ("Buyer"), a Massachusetts corporation, Wyntek Diagnostics, Inc. ("Company"), a California corporation, all of the shareholders of Company (the "Stockholders"), Eugene (Chris) Fan, as representative of the Stockholders, and Shu-Ching Cheng and Ming-Shian Wu, each as alternate representatives of the Stockholders.

### RECITALS

A. The Stockholders each own the number of shares of common stock, no par value, of Company ("Company Common Stock") as set forth in Schedule I attached hereto (the "Shares"), which Shares represent all of the issued and outstanding shares of capital stock of Company.

B. Buyer desires to purchase, and each Stockholder desires to sell, the Shares for the consideration set forth below, subject to the terms and conditions of this Agreement.

C. Company desires to enter into this Agreement because of the significant benefits it expects to receive through its association with a larger entity as a result of Buyer's purchase of the Shares.

In consideration of the mutual representations, warranties and covenants contained herein, the parties hereto agree as follows:

### SECTION 1 – PURCHASE AND SALE OF THE SHARES

1.1 Purchase of the Shares from the Stockholders. Subject to and upon the terms and conditions of this Agreement, at the closing of the transactions contemplated by this Agreement (the "Closing"), each Stockholder shall sell, transfer, convey, assign and deliver to Buyers, and Buyer shall purchase, acquire and accept from each Stockholder, all the Shares owned by each Stockholder (the "Stock Purchase") as set forth opposite each Stockholder's name in Schedule I attached hereto (or, if applicable, as updated and delivered to Buyer in accordance with Sections 5.12 and 7.8). At the Closing, each Stockholder shall deliver to Buyer certificates evidencing the Shares owned by such Stockholder, duly endorsed in blank or with stock powers duly executed by such Stockholder.

1.2 Further Assurances. At any time and from time to time after the Closing, at Buyer's request and without further consideration, each Stockholder shall promptly execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take all such other action as Buyer may reasonably request, more effectively to (a) transfer, convey and assign to Buyer, and to confirm Buyer's title to, all of the Shares owned by such Stockholder and (b) to carry out the purpose and intent of this Agreement.

supplier or agent of Company or any person that is currently a party to any material contract or agreement with Company.

3.11 Title to Properties; Absence of Liens and Encumbrances.

(a) Company does not own any real property or any buildings or other structures nor has options or any contractual obligations to purchase or acquire any interest in real property. Section 3.11(a) of the Company Disclosure Schedule lists all real property leases to which Company is a party and each amendment thereto. All such current leases are in full force and effect, are valid and effective in accordance with their respective terms, and there is not, under any of such leases, any existing default or event of default (or event that with notice or lapse of time, or both, would constitute a default) that could reasonably be expected to have a Company Material Adverse Effect.

(b) Company has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its tangible properties and assets, real, personal and mixed, used or held for use in its business, and such properties and assets, as well as all other properties and assets of Company, whether tangible or intangible, are free and clear of any liens, pledges, charges, claims, security interests or other encumbrances of any sort ("Liens"), except as reflected in the Audited Financial Statements or in Section 3.11(b) of the Company Disclosure Schedule and except for Liens for taxes not yet due and payable and such imperfections of title and encumbrances, if any, that are not material in character, amount or extent, and that do not materially detract from the value, or materially interfere with the present use, of the property subject thereto or affected thereby.

3.12 Intellectual Property. To the knowledge of Company, Company solely owns or is licensed to use those patents, patent applications, trademarks, service marks, trade names, and copyrights listed on Section 3.12 of the Company Disclosure Schedule (collectively, the "Proprietary Rights"). None of the patents, registered trademarks or registered copyrights set forth on the list referred to above and owned by Company have expired or been held invalid by a court of competent jurisdiction, nor are any subject to any taxes, maintenance fees or actions falling due within 90 days. Except as set forth in Section 3.12 of the Company Disclosure Schedule, Company is not aware of any claim by any third party made to Company that the business of Company (including products currently under development) infringes upon the proprietary rights of others, nor has Company received any notice or claim of infringement from any third party. Except as set forth in Section 3.12 of the Company Disclosure Schedule, Company has not licensed any of the Proprietary Rights to any third party. To the knowledge of Company, none of the activities of the employees of Company on behalf of Company violates any agreement or arrangement that any such employees have with former employers. All employees and consultants who contributed to the discovery or development of any of the Proprietary Rights did so either (a) within the scope of his or her employment such that, in accordance with applicable law, all Proprietary Rights arising therefrom became the exclusive property of Company or (b) pursuant to written agreements assigning all Proprietary Rights arising therefrom to Company.

3.13 Insurance. Section 3.13 of the Company Disclosure Schedule sets forth a true and complete list of all policies or binders of fire, liability, product liability, workmen's

IN WITNESS WHEREOF, the parties have executed this Stock Purchase Agreement under seal as of the date first stated above.

WYNTEK DIAGNOSTICS, INC.

By   
Eugene (Chris) Fan  
President


GENZYME CORPORATION

By \_\_\_\_\_  
David D. Fleming  
Group Senior Vice President

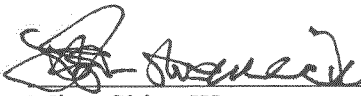
STOCKHOLDER REPRESENTATIVE

  
Eugene (Chris) Fan

FIRST ALTERNATE STOCKHOLDER REPRESENTATIVE

  
Shu-Ching Cheng

SECOND ALTERNATE STOCKHOLDER REPRESENTATIVE

  
Ming-Shian Wu

IN WITNESS WHEREOF, the parties have executed this Stock Purchase Agreement under seal as of the date first stated above.

WYNTEK DIAGNOSTICS, INC.

By \_\_\_\_\_  
Eugene (Chris) Fan  
President

GENZYME CORPORATION

By David D. Fleming  
David D. Fleming  
Group Senior Vice President

STOCKHOLDER REPRESENTATIVE

\_\_\_\_\_  
Eugene (Chris) Fan

FIRST ALTERNATE STOCKHOLDER  
REPRESENTATIVE

\_\_\_\_\_  
Shu-Ching Cheng

SECOND ALTERNATE STOCKHOLDER  
REPRESENTATIVE

\_\_\_\_\_  
Ming-Shian Wu

(b) Ming Wu (an officer and director of Company) and Chiu-Shan Chen (a director of Company) each have ownership interests in Trencos, which supplies plastic casings to Company for pregnancy test products under Company's standard purchase orders. Peter Korn (a director of Company) is President of Westview Securities, which will receive a fee upon consummation of the transactions proposed by the Agreement pursuant to the Westview Engagement Letter.

**Section 3.11 – Title to Properties; Absence of Liens and Encumbrances.**

Reference is made to the real property lease dated December 31, 1999 between Company and NMSBPCSLDHB for Company's facilities at 6659 Top Gun Street, San Diego, CA.

**Section 3.12 – Intellectual Property.**

To the knowledge of Company, Company solely owns or is licensed to use the following patents, patent applications, trademarks, service marks, trade names and copyrights:

- (i) United States Patent No. 5,712,172 issued January 27, 1998.
- (ii) United States Patent Application Serial No. 09/590,432 filed January 1, 1998.
- (iii) European Patent Application Serial No. 96911611.
- (iv) United States Patent No. 6,194,221 B1 issued February 27, 2001.
- (v) United States Patent Application Serial No. 08/752,695 filed November 19, 1996.
- (vi) Canadian Patent Application Serial No. 2,272,289
- (vii) European Patent Application Serial. No. 9794502.5
- (viii) United States Patent Application Serial No. 08/900,559 filed February 1, 1999.
- (ix) Canadian Patent Application Serial No. 2297172.
- (x) OSOM trademark was filed with the United States Patent and Trademark Office ("PTO") on June 19, 1995 and issued as Registration No. 2,099,931.
- (xi) Wyntek Diagnostics logo was filed with the PTO on March 1, 1995 and issued as Registration No. 2,139,365.
- (xii) Wyntek corporate name was filed with the PTO on February 2, 1995 and issued as Registration No. 2,158,134.