

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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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):
GENOMICS COLLABORATIVE, INC.

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: SERACARE LIFE SCIENCES, INC.

Internal
Address: _____

Street Address: 1935 Avenida del Oro, Suite F
City: Oceanside State: CA Zip: 92056

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

Execution Date: June 3, 2004

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

A. Trademark Application No.(s) _____
76/050,820

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,694,203; 2,633,499;
2,557,127

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Andor D. Terner, Esq.

Internal Address: O'MELVENY & MYERS LLP

Street Address: 114 Pacifica, Suite 100

City: Irvine State: CA Zip: 92618

6. Total number of applications and registrations involved:

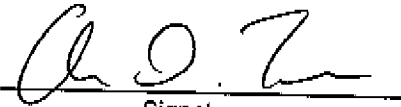
7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-2862

DO NOT USE THIS SPACE

9. Signature.

Andor D. Terner, Esq.  June 22, 2004

Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$115.00 502862 76050820

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of June 3, 2004 (the "**Effective Date**") by and between **GENOMICS COLLABORATIVE, INC.**, a Delaware corporation ("**Assignor**"), and **SERACARE LIFE SCIENCES, INC.**, a California corporation ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 3, 2004 (the "**Purchase Agreement**").

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademarks, registrations and registration applications set forth on Schedule 1 attached hereto (collectively, the "**Assigned Trademarks**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized in the Assigned Trademarks, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the registered Assigned Trademarks.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be
uted by their duly authorized representatives as of the Effective Date.

"ASSIGNOR"

GENOMICS COLLABORATIVE, INC.,
a Delaware corporation

By: *JRM*
Name: *Jason Ryan*
Title: *VP Finance*

"ASSIGNEE"

SERACARE LIFE SCIENCES, INC.,
a California corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

"ASSIGNOR"

GENOMICS COLLABORATIVE, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

"ASSIGNEE"

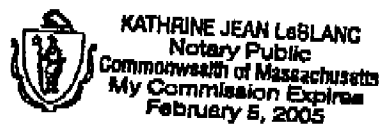
SERACARE LIFE SCIENCES, INC.,
a California corporation

By: Michael Crowley II
Name: Michael Crowley II
Title: CEO

STATE OF MASSACHUSETTS)
)
 COUNTY OF SUFFOLK _____) ss.

On this ____ day of June, 2004, before me, the undersigned notary public, personally appeared Jason C. Ryan, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

K. J.
 Kathrine Jean LeBlanc
 My commission expires 2/5/05



STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

)
) ss.
)

On June 3, 2004, before me, MICHAEL C. KNUDSON, Notary Public, personally appeared MICHAEL FRANCIS C. ROWLEY II, ~~personally known~~ ^{Subscribed} to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Michael C. Knudson

Notary Public

[Seal]



SCHEDULE 1**Trademarks (and service marks) and Trademark (and service mark) Applications:**

- US Registered Trademark 2,694,203 for “Genomics Collaborative.” Registered 3/4/03. Expires 3/4/13.
- Japan Registered Trademark 4,614,154 for “Genomics Collaborative.” Registered 10/11/02. Expires 10/11/12.
- European Community Registered Trademark 002145332 for “Genomics Collaborative.” Registered 3/12/01. Expires 3/12/11.
- US Registered Trademark 2,633,499 for “Global Repository.” Registered 10/8/02. Expires 10/8/12.
- European Community Registered Trademark 002145241 for “Genomics Collaborative and Design.” Registered 3/12/01. Expires 3/12/11.
- US Service Mark Application 76/050,820 for “GCI Access” filed 05/17/00. [Pending.]
- US Service Mark 2,557,127 for “Genomics Factory”. Registered 4/2/02. Expires 4/2/12.
- European Community Registered Trademark 001996255 for “Global Repository”. Filed 6/6/00 [Pending].
- European Community Registered Trademark 001935634 for “GCI Access”. Registered 10/27/00. Expires 10/27/10.
- Canadian Trademark Application for “Genomics Collaborative” filed 3/12/01. [Pending.]
- Canadian Trademark Application “Genomics Collaborative and Design” filed 3/12/01. [Pending.]
- Japanese Registered Trademark: 2001023631 for “Genomics Collaborative and Design”. Registered 4/25/03. Expires 4/25/13.