

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | Exclusive license in the Americas |
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| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Genetic Solutions, LLC | | 04/01/2004 | Limited Liability Company: TEXAS |

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| RECEIVING PARTY DATA | |
| Name: | Bovigen Solutions Americas, LLC |
| Composed Of: | COMPOSED OF Victor M. Castellon, Manager |
| Street Address: | 110 Veterans Blvd., Suite 202 |
| City: | Metairie |
| State/Country: | LOUISIANA |
| Postal Code: | 70005 |
| Entity Type: | Limited Liability Company: DELAWARE |

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| PROPERTY NUMBERS Total: 5 | | |
| Property Type | Number | Word Mark |
| Serial Number: | 78177680 | SURETRAK |
| Serial Number: | 78176695 | GENETIC SOLUTIONS |
| Serial Number: | 78177685 | GENESTAR |
| Serial Number: | 76227294 | GENESTAR |
| Serial Number: | 76225781 | SURETRAK |

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| CORRESPONDENCE DATA | |
| Fax Number: | (504)569-7001 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 504-569-7000 |
| Email: | mesman@millinglaw.com |
| Correspondent Name: | Marjorie R. Esman |
| Address Line 1: | 909 Poydras Street, Suite 2300 |
| Address Line 4: | New Orleans, LOUISIANA 70112 |

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| ATTORNEY DOCKET NUMBER: | 82809 |
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OP \$140.00 78177680

NAME OF SUBMITTER:

Marjorie R. Esman

Total Attachments: 1

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered on this _____ of _____, 2003, by and among BOVIGEN SOLUTIONS AMERICAS, LLC, a Delaware limited liability company or its nominee ("Purchaser"), and GENETIC SOLUTIONS HOLDINGS PTY LTD (ABN 93 084 104 076), a corporation formed under the laws of Australia ("GSH-Au"), GENETIC SOLUTIONS PTY LTD (ABN 58 086 509 284), a corporation formed under the laws of Australia ("GS-Au"), and GENETIC SOLUTIONS, LLC, a Texas limited liability company ("GS"). GSH-Au, GS-Au and GS are sometimes hereinafter referred to individually as a "Seller" and collectively as the "Sellers".

RECITALS:

A. Sellers are in the business of performing research and development, and developing, manufacturing, marketing and selling DNA-based genetic information technology assets and tests including, without limitation, gene markers, gene marker identification/testing processes, gene markers, gene marker tests, and other associated technologies ("Genetic Testing Technology") on a global basis including, without limitation, in the regions of North, Central and South America and islands adjacent thereto, as indicated on the map set out in Schedule A attached hereto and incorporated herein (collectively, the "Americas").

B. GS is in the business of performing research and development, and developing, manufacturing, marketing and selling Genetic Testing Technology in the Americas.

C. The collective activities of (i) GSH-Au and GS-Au in the business of manufacturing, marketing and selling Genetic Testing Technology in the Americas, and (ii) the activities of GS in the business of manufacturing, marketing and selling Genetic Testing Technology in the Americas, are hereinafter collectively hereinafter referred to as the "Transferred Business".

D. Purchaser is in the business of developing, acquiring, manufacturing, marketing, distributing, and selling, among other things, Genetic Testing Technology.

E. Sellers desire to sell, assign, convey, transfer and deliver to Purchaser, and Purchaser desires to purchase, substantially all of the assets owned by Sellers and used in the Transferred Business, subject to the terms and conditions of this Agreement.

F. Purchaser and Sellers today entered into a written support services agreement, under which Sellers (1) agreed to provide Purchaser with operational know-how, show-how, training, assistance, advice, cooperation and the like reasonably required to enable Purchaser to carry out the Transferred Business and (2) agreed to provide Purchaser with diagnostic gene marker testing services and consultancy services (the "Support Services Agreement").

G. It is a condition to the closing of the sale and purchase of the Transferred Business that:

- (i) GS-Au grants Purchaser written sublicenses for the Americas in respect of certain licenses GS-Au holds from The Cooperative Research Centre for Cattle and Beef Quality, the Commonwealth Scientific & Industrial Research