

02-04-2004

Form PTO-1594

RECO

(rev 3/1)

1.29.04



U. S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

102661820

Original documents or copy thereof.

1. Name of conveying party(ies):

Finova Capital Corporation

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

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

2. Name and Address of receiving party(ies)

SangStat Medical Corporation
6300 Dumbarton Circle
Fremont, CA 94555

Individual(s) citizenship

Association
 General Partnership
 Limited Partnership
 Corporation - **Delaware**
 Other

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: **Release of Trademark Security Interests**

Execution Date: **06/29/2001**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).
1858296

Additional numbers attached? Yes No

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

Frederick D. Kim
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Ave., Suite 1100
Palo Alto, CA 94301

6. Total number of applications/registrations involved: 1

7. Total fee (37 CFR 3.41) (\$40x1 + \$25x5) = **\$40**

Enclosed
 All fees and any deficiencies are authorized to be charged to Deposit Account

8. Deposit Account No.

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.

Frederick D. Kim

Name

Frederick D. Kim

Signature

1/28/04

Date

Total number of pages including cover sheet, attachments, and document: 4

02/03/2004 MBETACHE 00000011 1858296

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40.00 OP

TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE

THIS TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE (this "Release") is made and executed this 29th day of June 2001 by and between SangStat Medical Corporation (the "Borrower"), and FINOVA CAPITAL CORPORATION ("FINOVA").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties agree to terminate the Loan and Security Agreement between them dated as of April 21, 2000, and all subsequent amendments thereto (the "Loan Agreement"), effective on the date hereof, and the parties hereby mutually release and forever discharge one another, and their respective successors, representatives, assigns, officers directors, agents, employees and attorneys, and each of them, of and from any and all claims, demands, debts, liabilities, actions and causes of action of every kind and character based upon or arising out of the Loan Agreement (except as hereinafter specifically set forth, or with respect to any provisions of the Loan Agreement which, by their terms, are expressly intended to survive the repayment of the Borrower's "Obligations", as defined in the Loan Agreement).

The parties hereby specifically waive as against one another any rights they, or any of them, may have under Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The parties hereby warrant and represent that they have not assigned or in any other way conveyed, transferred or encumbered all or any portion of the claims or rights covered by this Release. The parties, and each of them, execute the Release voluntarily, after consultation with counsel, and with full knowledge of its significance.

The release by FINOVA provided for herein is conditioned upon the final payment, in cash, of all of the Borrower's "Obligations" (as defined in the Loan Agreement) and all checks and other instruments delivered by the Borrower to FINOVA, and the Borrower agrees to repay FINOVA, on demand, the amount of any such check or other instrument that may be returned for non-payment and any other Obligations which remain unpaid. The Borrower further agrees to indemnify FINOVA against any and all claims, debts, liabilities, obligations, actions, proceedings, penalties, judgments, causes of action, costs and expenses (including, without limitation, attorneys' fees) of every kind, which FINOVA may sustain or incur as a result of the Borrower's failure to pay any payroll or other taxes of the Borrower or as a result of any other act, omission or occurrence relating to the Borrower.

This Release, the Loan Agreement and the other written documents and instruments between the parties set forth in full all of the representations and agreements of the parties, and this Release may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto.

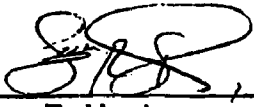
SangStat Medical Corporation

By: 

Name: STEPHEN G. DANCE (type/print name)

Its: Sr. VICE PRESIDENT, FINANCE (type/print title)

FINOVA CAPITAL CORPORATION

By:  J.P.

Sean R. Hughes

Acknowledgement and Authorization of Finova Capital Corporation

This Acknowledgement and Authorization is made as of December 9, 2003 by Finova Capital Corporation, a Delaware corporation ("Finova"), and makes reference to the following agreements made by and between Finova and SangStat Medical Corporation, a Delaware corporation ("SangStat"): (i) the Loan and Security Agreement, dated April 21, 2000 (the "Loan and Security Agreement"), (ii) the Patent Security Agreement, dated April 21, 2000 (the "Patent Security Agreement"), (iii) the Trademark Security Agreement, dated April 21, 2000 (the "Trademark Security Agreement"), and (iv) the Termination Agreement and Mutual General Release, dated June 29, 2001 (the "Termination Agreement").

1. Finova acknowledges that, pursuant to the Termination Agreement, the Loan and Security Agreement was terminated, effective June 29, 2001. Finova further acknowledges that, pursuant to the Termination Agreement and the termination of the Loan and Security Agreement, the Patent Security Agreement and the Trademark Security Agreement were terminated and all security interests specified therein, including security interests in: (i) the patents and patent applications listed in Schedule 1 attached hereto, (ii) the patents issuing from the patent applications listed in Schedule 1, (iii) the patents claiming priority from the patents and patent applications listed in Schedule 1 (including all reissues, divisions, continuations, renewals, extensions, continuations-in-part, and foreign counterparts of the patents and patent applications listed in Schedule 1), and (iv) the trademarks listed in Schedule 2 attached hereto together with the corresponding trademark registrations or applications for registration, were released, effective June 29, 2001.

2. Finova hereby authorizes SangStat to file any financing statements or amendments relating to the financing statements currently filed in connection with the Loan and Security Agreement, including, without limitation, any financing statements "in lieu" of continuation statements, terminations, continuations, assignments or other amendments.

FINOVA CAPITAL CORPORATION

By: 

Michael N. Rosner

Vice President, Group Counsel

Schedule 1

Patent Applications:

1. 08/433613
2. 08/630383
3. 08/752671
4. 08/838916
5. 08/867010
6. 08/942581
7. 09/028083
8. 09/037176
9. 09/045562
10. 09/113532
11. 09/143483
12. 09/216005
13. 09/311023
14. 09/311112
15. 09/415185
16. 09/452727
17. 09/465544
18. 09/473474
19. 09/541482
20. 60/006044
21. 60/142672
22. 60/145696

Patents:

1. 5147780
2. 5158869
3. 5223397
4. 5256541
5. 5256543
6. 5270169
7. 5288648
8. 5292641
9. 5362654
10. 5420013
11. 5482841
12. 5534412
13. 5672486
14. 5714332
15. 5736136
16. 5753625
17. 5756492
18. 5766629
19. 5827822
20. 5834017
21. 5922548
22. 5939273
23. 5962019
24. 6013641

Schedule 2

Trademark	Registration or Application No.	Filing Date
Allotrap	1895857	5/4/94
Azaprine	75-747017	6/21/99
Chronimmune Pharmaceuticals	75-473063	4/23/98
Cross-Stat	1920610	12/28/93
Cross-Stat	1896751	3/1/93
CycloDose	75-424433	1/27/98
CycloSystem	75-424434	1/27/98
CycloTech	2317132	1/27/98
CycloTech Advantage	75-543800	8/28/98
PRA-STAT	1889131	2/26/93
PRA-STAT	1879434	1/31/94
QUANTSTAT	1886827	2/7/94
"S"	1900290	3/19/93
SangCya	2263735	12/31/97
SangStat	1858296	1/28/92
SOFT-STAT	1921701	8/25/94
The Transplant Company	2045175	8/16/93
The Transplant Company	2265818	6/20/97
The Transplant Pharmacy	2110078	9/26/95
TRANSTAT	1878526	1/31/94
QUANTSTAT	1939656	11/7/94
"S"	2036331	2/1/94
SANG-35	75-412702	12/31/97
SANG-35	75-412715	12/31/97
THYMOSTAT	75-355445	9/11/97