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

03-16-2004



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

Tab settings

To the Honorable Commissioner of

102695355

original documents or copy thereof.

1. Name of conveying party(ies): Bostwick Laboratories of America, LLC

3.12.04

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other [checked] a Virginia limited liability company

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

3. Nature of conveyance:

- Assignment [checked], Merger, Security Agreement, Change of Name, Other

Execution Date: June 5, 2003

2. Name and address of receiving party(ies)

Name: Bostwick Laboratories of Virginia, LLC

Internal Address: Suite 114

Street Address: 2807 N. Parham Road

City: Richmond State: VA Zip: 23294

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other [checked] Virginia limited liability company

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

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

A. Trademark Application No. (s)

B. Trademark Registration No.(s) 2,765,291

Additional number(s) attached [] Yes [] No

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

Name: Roman L. Helms, Esquire

Internal Address: LeClair Ryan, a Professional Corporation, 11th Floor

Street Address: 707 East Main Street

City: Richmond State: VA Zip: 23219

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed [checked], Authorized to be charged to deposit account []

8. Deposit account number:

9. Signature.

DO NOT USE THIS SPACE

Christopher J. Mugel Name of Person Signing

Signature

3/18/04 Date

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

7/15/2004 LNUELLER 00000048 2765291

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

FC:8521

40.00 OP

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TRADEMARK REEL: 002940 FRAME: 0890

TRADEMARK ASSIGNMENT AND LICENSE BACK

This Agreement is made this 5th day of June, 2003 ("Effective Date"), by and between Bostwick Laboratories of America, LLC, a Virginia limited liability company having as its principal address at 2807 North Parham Road, Suite 114, Richmond, Virginia 23220 ("Bostwick America"), and Bostwick Laboratories of Virginia, LLC, a Virginia limited liability company having as its principal address at 2807 North Parham Road, Suite 114, Richmond, Virginia 23220 ("Bostwick Virginia"). In exchange for the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, Bostwick America and Bostwick Virginia do hereby agree and covenant as follows.

1. Bostwick America does hereby assign unto Bostwick Virginia, and Bostwick Virginia hereby accepts all of Bostwick America's right, title, and interest in and to the service mark FOR ABSOLUTE CONFIDENCE as used with pathology services, namely, "the testing of biopsies in the area of urology and prostate cancer," the associated Federal Registration No. 76/358,801, filed January 15, 2002, and all of the goodwill associated with the business conducted by Bostwick America and its related companies under the FOR ABSOLUTE CONFIDENCE mark.

2. Bostwick Virginia hereby grants to Bostwick America, and Bostwick America accepts a limited, royalty-free, nonexclusive and nontransferable phase-out license to use the FOR ABSOLUTE CONFIDENCE service mark in advertising and promoting, in the ordinary course of its business, pathology services, namely, the testing of biopsies in the area of urology and prostate cancer while this license remains in effect.

Notwithstanding the foregoing:

2.1. Bostwick America may use the mark only with those services related to pathology services, namely, the testing of biopsies in the area of urology and prostate cancer, and only in such manner as it is presently using the mark and shall in no way alter the presentation of the FOR ABSOLUTE CONFIDENCE service mark as it appears, including, but not limited to, use with advertising, marketing, promotional material, packaging, or labeling, without the prior consent of Bostwick Virginia, which consent shall not be unreasonably withheld;

2.2. Bostwick America will not provide under or in connection with the FOR ABSOLUTE CONFIDENCE service mark any service(s) which fail(s) to comply with the specifications and high standards maintained for such service(s) as of the date of this Agreement, or such other specifications and standards that Bostwick Virginia may hereafter prescribe. In furtherance of its obligation to maintain quality, within ten (10) days of request, Bostwick America shall provide Bostwick Virginia with representative samples of the FOR ABSOLUTE CONFIDENCE mark as currently used. If it is determined by Bostwick Virginia that any service offered by Bostwick America under the

FOR ABSOLUTE CONFIDENCE mark does not meet the quality control standards above, Bostwick Virginia shall notify Bostwick America thereof. Upon receipt of such notice Bostwick America shall: promptly investigate the matter to determine all facts related to such deficiency; take prompt steps to fully cure such deficiency; take reasonable steps to prevent the re-occurrence thereof; and within thirty days of receipt of such notice, provide to Bostwick Virginia, in writing, the details thereof. The maintenance by Bostwick America of the specifications and standards stated herein and its compliance with all quality control provisions and with applicable law are of the essence of this Agreement; and

2.3. This limited phase-out license shall expire automatically one year from the Effective Date. Upon expiration of this license, Bostwick America shall cease all use of the FOR ABSOLUTE CONFIDENCE mark, and shall have no authority to use same except as is allowed by law or by the consent of Bostwick Virginia. Either party may terminate this License by giving thirty (30) days prior written notice to the other, with termination becoming effective at the end of said thirty day period.

3. Bostwick America agrees to execute such additional documents as Bostwick Virginia may reasonably request in order to effectuate, record, or perfect the Assignment and License Back contained herein.

4. This Agreement comprises the entire agreement between Bostwick America and Bostwick Virginia concerning the subject matter of the Assignment and License Back contained herein. This Agreement supersedes all prior agreements, understandings or representations between the parties, written or oral, express or implied, and this Agreement cannot be amended or modified except by a writing signed by duly authorized representatives of each party hereto. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of law rules.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AND LICENSE BACK

BOSTWICK LABORATORIES OF AMERICA, LLC
a Virginia limited liability company

By: David G. Boswick
Its: _____

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Henrico)

On this 5th day of June 2003, before me appeared David G. Boswick, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

Leesa H. Shifflet
Notary Public

My commission expires: May 31, 2006

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AND LICENSE BACK

BOSTWICK LABORATORIES OF VIRGINIA, LLC,
a Virginia limited liability company

By: David G. Boswick
Its: _____

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Henrico)

On this 5th day of June 2003, before me appeared David G. Boswick, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

Leesa H. Shifflett
Notary Public

My commission expires: May 31, 2006.