

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Rheogene I, LLC		07/30/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	University of Pittsburgh Medical Center
Street Address:	200 Lothrop Street
Internal Address:	Forbes Tower, Suite 11070
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15213
Entity Type:	Nonprofit Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	75886182	EXPRESSIT
Registration Number:	2539191	GS
Serial Number:	78072964	RHEOCEPT
Serial Number:	78072974	RHEOCHEM
Serial Number:	78030342	RHEOSWITCH
Serial Number:	75767536	RHEOGENE
Registration Number:	2509853	RHEOGENE

CORRESPONDENCE DATA

Fax Number: (412)209-0672
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (412) 297-4900
 Email: iptrademark@cohenlaw.com
 Correspondent Name: Christine W. Trebilcock, Cohen & Grigsby
 Address Line 1: 11 Stanwix Street

CH \$190.00 75886182

Address Line 2: 15th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER: 03-165 010271.0001

NAME OF SUBMITTER: Marlo M. Schleicher

Total Attachments: 7
source=UPMCpg1#page1.tif
source=UPMCpg2#page1.tif
source=UPMCpg3#page1.tif
source=UPMCpg4#page1.tif
source=UPMCpg5#page1.tif
source=UPMCpg6#page1.tif
source=UPMCpg7#page1.tif

ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is entered into as of July 30, 2003 (the "Effective Date") by and between New RheoGene I, LLC, a Delaware limited liability company (the "Assignor"), and the University of Pittsburgh Medical Center, a Pennsylvania nonprofit corporation ("UPMC").

RECITALS

A. The Assignor has adopted, used and is using and owns all right, title and interest in and to the name "RHEOGENE" or any variation thereof including any associated logos as a corporate name, trade name, trademark, servicemark, domain name or otherwise, and certain specified trademarks, trademark rights, service marks, service names, service mark rights, trade names, trade name rights, trade dress, slogans, logotypes and designs, and other indicia of origin, as detailed in Exhibit A attached hereto (collectively, the "Marks"), and the goodwill of the business associated with the Marks.

B. Each of the Assignor, New RheoGene II, LLC and UPMC have entered into that certain Asset Distribution Agreement dated as of July 30, 2003 (the "Distribution Agreement"). Capitalized terms used herein without definition shall have the respective meanings given to them in the Distribution Agreement.

C. Pursuant to the Distribution Agreement, the Assignor has agreed to assign to UPMC its entire right, title and interest in and to the Marks.

D. Pursuant to the Distribution Agreement, the Assignor wishes to assign the Marks to UPMC, and UPMC wishes to accept such assignment, on the terms and conditions set forth herein.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. Assignment of Marks.
 - (a) The Assignor hereby, assigns and transfers all of its right, title and interest in and to the Marks to UPMC, its successors and assigns, to be held and enjoyed by UPMC for its use, enjoyment or conveyance, together with the goodwill of the business symbolized by the Marks.
 - (b) The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks for the jurisdictions listed on Exhibit A with respect to each Mark, or such other appropriate official with respect to such jurisdiction, to record UPMC as the owner of, and to issue in accordance with this instrument, each of the Marks in the name of UPMC.
2. Successors and Assigns. This Assignment of Marks shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
3. Choice of Law. This Assignment of Marks shall be construed in accordance with, and governed in all respects by, the internal laws of the Commonwealth of Pennsylvania without reference to conflict of laws principles.

4. Counterparts. This Assignment of Marks may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment of Marks as of the date first written above.

NEW RHEOGENE I, LLC

By: *JL J. J. J.*
Name: Thomas J. J.
Title: CEO

UNIVERSITY OF PITTSBURGH MEDICAL CENTER

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment of Marks as of the date first written above.

NEW RHEOGENE I, LLC

By: _____
Name: _____
Title: _____

UNIVERSITY OF PITTSBURGH MEDICAL CENTER

By: Scott M. Lammie
Name: SCOTT M. LAMMIE
Title: SVP Finance

COMMONWEALTH OF PENNSYLVANIA

)

SS:

COUNTY OF ALLEGHENY

)

Before me, a Notary Public in and for said County and Commonwealth personally appeared SETH M. LAMINE, SUP. FURMAN of UPMC, known to be or satisfactorily proven to be the person and officer whose name was subscribed to the within Assignment of Marks, and acknowledged that he executed the same on behalf of UPMC as his voluntary act and deed for the purposes and consideration therein expressed and in the capacity therein given.

Therefore, I have set my hand and affixed my official seal on July 30, 2003.

Peggy J. Haberis
Notary Public

(Seal)

Notarial Seal
Peggy J. Haberis, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 22, 2005
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MONTGOMERY)

SS:

Before me, a Notary Public in and for said County and Commonwealth personally appeared Thomas T. Kett, President of Remington known to be or satisfactorily proven to be the person and officer whose name was subscribed to the within Assignment of Marks, and acknowledged that he executed the same on behalf of Remington as his voluntary act and deed for the purposes and consideration therein expressed and in the capacity therein given.

Therefore, I have set my hand and affixed my official seal on July 30, 2003.

Justine M. Kelly
Notary Public
(Seal) *July 30, 2003*

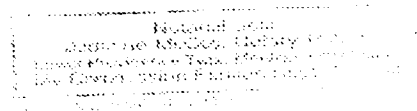


EXHIBIT A

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
EXPRESSIT	US	Pub.	75886182	03-Jan-2000			
GENEOFF	European Community	Reg.	001058114	26-Jan-1999	001058114	26-Jan-1999	26-Jan-2009
GENEOFF	Japan	Reg.	707071998	21-Aug-1998	4306058	13-Aug-1999	13-Aug-2009
GENEOFF IN KK	Japan	Reg.	707081998	21-Aug-1998	4306059	13-Aug-1999	13-Aug-2009
GENEON	European Community	Reg.	001058155	26-Jan-1999	001058155	26-Jan-1999	26-Jan-2009
GENEON	Japan	Reg.	707051998	21-Aug-1998	4306056	13-Aug-1999	13-Aug-2009
GENEON IN KK	Japan	Reg.	707061998	21-Aug-1998	4306057	13-Aug-1999	13-Aug-2009
GENESWITCH	Japan	Reg.	0251761998	02-Mar-1998	4267036	23-Apr-1999	23-Apr-2009
GENESWITCH	Japan	Reg.	251771998	27-Mar-1998	4283292	11-Jun-1999	11-Jun-2009
GS	European Community	Reg.	001058213	26-Jan-1999	001058213	26-Jan-1999	26-Jan-2009
GS	US	Reg.	75925734	23-Feb-2000	2539191	19-Feb-2002	19-Feb-2012
RHEOCEPT	US	Pub.	78072964	09-Jul-2001			
RHEOCHEM	US	Pub.	78072974	09-Jul-2001			
RHEOSWITCH	US	Pub.	78030342	12-Oct-2000			
RHEOGENE	US	Pub.	75767536	04-Aug-1999			
RHEOGENE & Design	US	Reg.	76180837	14-Dec-2000	2509853	20-Nov-2001	20-Nov-2011