

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
University of Pittsburgh Medical Center		07/31/2003	Nonprofit Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	RheoGene Holdings, Inc.
Street Address:	Nemours Building, 1007 Orange Street
Internal Address:	Suite 1414
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

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: 4
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ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is entered into as of July _____, 2003 (the "Effective Date") by and between the University of Pittsburgh Medical Center, a Pennsylvania nonprofit corporation (the "Assignor"), and RhcoGene Holdings, Inc., a Delaware corporation ("Holdings").

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. The Assignor and Holdings have entered into that certain Asset Contribution Agreement dated as of July _____, 2003 (the "Contribution Agreement"). Capitalized terms used herein without definition shall have the respective meanings given to them in the Contribution Agreement.

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

D. Pursuant to the Contribution Agreement, the Assignor wishes to assign the Marks to Holdings, and Holdings 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 Holdings, its successors and assigns, to be held and enjoyed by Holdings 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 Marks 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 Holdings as the owner of, and to issue in accordance with this instrument, each of the Marks in the name of Holdings.
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.

UNIVERSITY OF PITTSBURGH MEDICAL CENTER

By: *[Signature]*
Name: Scott M. Lammie
Title: SVP - Finance

RHEOGENE HOLDINGS, INC.

By: *[Signature]*
Name: Scott M. Lammie
Title: SECRETARY

EXHIBIT A

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
EXPRESSIT	US	Pub.	75886192	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			
RHEOCEHEM	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	2509883	20-Nov-2001	20-Nov-2011