

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
BioClinical Systems, Inc.		11/22/1994	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	Barrow, Riddell & Associates, Inc.
Street Address:	3611 St. Johns Bluff Rd. S.
Internal Address:	Suite 1
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32224
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1355134	BULLSEYE

CORRESPONDENCE DATA	
Fax Number:	(904)396-0663
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	904-346-5518
Email:	tsaitta@rtlaw.com
Correspondent Name:	Thomas C. Saitta / Rogers Towers, P.A.
Address Line 1:	1301 Riverplace Blvd., Suite 1500
Address Line 4:	Jacksonville, FLORIDA 32207

ATTORNEY DOCKET NUMBER:	H0891-35586
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NAME OF SUBMITTER:	Thomas C. Saitta
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Total Attachments: 1 source=Healthlink Bullseye TM assignment#page1.tif

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HL

904-636-6273

HL/FAX

ASSET PURCHASE AND LICENSE AGREEMENT

THIS AGREEMENT PURCHASE AND LICENSING AGREEMENT (the "Agreement") is made this 22nd day of November, 1994 (the "Effective Date"), by and among (i) Barrow, Riddell & Associates, Inc., a Florida corporation ("Buyer") and (ii) BioClinical Systems, Inc., a Maryland corporation ("Seller").

Recitals

A. Seller is engaged in certain business activities, including, but not limited to, the manufacture and sale of various products sold or used for purposes of microbiologic testing.

B. Buyer desires to purchase certain assets of Seller and to receive a license to certain of the Seller's intellectual property rights and Seller wishes to sell such assets and license such rights.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Section 1 Definitions.

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Assignee" shall mean any person or entity to whom Buyer assigns, sublicenses or otherwise conveys all or any part of the right and license to Seller's Intellectual Property Rights that are granted to Buyer hereunder.

"Microbiology Products" shall mean any and all microbiologic testing products contained in Seller's catalog, a copy of which is attached as Schedule I hereto, including Multi-Chambered Products, together with all similar microbiologic testing products sold by Buyer or its Assignees after the Closing based on similar technology, exclusive of microbiologic products purchased by Seller from unrelated third party vendors which were not specifically designed and manufactured on the behalf of Buyer.

"Intellectual Property Rights" shall mean all of the following as they relate to the Technology, Documentation and Know-How, including the property rights described in Schedule 3.10 hereto:

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