

08-18-2004



Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

<p>RECC 102816307 TRADEMARKS ONLY</p>	
<p>To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.</p>	
<p>1. Name of conveying party(ies)/Execution Date(s): <u>ZILA, INC.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____ Execution Date(s) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>ZILA SWAB TECHNOLOGIES, INC.</u> Internal Address: _____ Street Address: <u>5227 N. 7TH ST.</u> City: <u>PHOENIX</u> State: <u>AZ</u> Country: <u>USA</u> Zip: <u>85014</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1) 2833791 2) 2580234</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>1) GMP 2) INNOVATIVE</u></p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>BRENDA PARSON</u> Internal Address: _____ Street Address: <u>6735 INTER-CAL WAY</u> City: <u>PRESCOTT</u> State: <u>AZ</u> Zip: <u>86301</u> Phone Number: <u>928 541-2272</u> Fax Number: <u>928 798-7986</u> Email Address: <u>bparson@zila.com</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>65.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <u>CR# 2154</u></p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: <u>Brenda L. Parson</u> <u>8/10/04</u> Signature Date</p> <p><u>BRENDA L. PARSON</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 3</p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/17/2004 6TON11 00000025 2833791

01 FC:8521
02 FC:8522

40.00 DP
25.00 DP

TRADEMARK
REEL: 003027 FRAME: 0787

ASSIGNMENT

In consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, ZILA, INC., a Delaware corporation, (hereafter "ZILA") having its principal offices at 5227 North 7th St, Phoenix, Arizona, 85014, covenants and agrees and does hereby sell and assign to ZILA SWAB TECHNOLOGIES, INC., an Arizona corporation, (hereafter "IST") all right, title and interest in, to and under the following:

Trademark	USPTO Registration No.	Date of Registration
GMP	2,833,791	April 20, 2004
INNOVATIVE	2,580,234	June 11, 2002

ZILA further covenants and agrees to execute all further lawful instruments and perform all further lawful acts as may be necessary, such that IST shall have title to said trademarks, which is good in fact and marketable of record.

ZILA further covenants and agrees that, without further consideration, but at IST's expense, it shall cause its officers, agents and employees to cooperate fully with IST by furnishing information, documents, testimony and all other necessary items, to enable IST to obtain and enforce all forms of legal protection for said trademarks.

IN WITNESS WHEREOF, ZILA has caused its duly authorized officer to execute and deliver this Assignment on this _____ day of June, 2004.

By *Douglas D. Burkett*
DOUGLAS D. BURKETT, President *DB*

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

On this 29th day of June, 2004, Douglas D. Burkett, known to me to be an officer of Zila, Inc., personally appeared before me and acknowledged that he signed the foregoing document in the capacity and for the purposes therein set forth.

Cheryl Coleman
Notary Public

My Commission Expires:
June 4, 2007



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