

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
Constella Group, Inc.		12/31/2004	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	New Constella Group, LLC		
Street Address:	2605 Meridian Parkway		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	LTD LIAB JT ST CO: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76509615	CONSTELLA GROUP	
Serial Number:	76509614	CONSTELLA	
CORRESPONDENCE DATA			
Fax Number:	(404)541-3473		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	tadmin@kilpatrickstockton.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Matthew L. Collins		
Signature:	/mlc/		
Date:	02/21/2005		

OP \$65.00 76509615

Total Attachments: 3

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of the 31st day of December, 2004, by Constella Group, Inc., a North Carolina corporation (“Assignor”) to New Constella Group, LLC, a North Carolina limited liability company (“Assignee”).

RECITAL

Assignee and Assignor are parties to a Contribution, Assignment and Assumption Agreement dated as of the date hereof (the “Agreement”), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept the transfer from Assignor of the Assets (as defined in the Agreement), including, without limitation all servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under Assignor’s registered and unregistered domestic and foreign servicemarks, trademarks, servicemark and trademark applications and trade names, including without limitation those listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “Marks”).

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

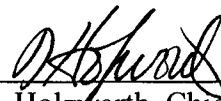
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

This Assignment of Servicemarks and Trademarks may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page to Assignment of Trademarks and Servicemarks]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

NEW CONSTELLA GROUP, LLC

By: 
Donald A. Holzworth, Chief Executive Officer

CONSTELLA GROUP, INC.

By: 
Gerald Schuetz, Group Vice President

SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Foreign Registration No.	Registration Date
CONSTELLA GROUP and logo	No. 76509615	4/24/2003
CONSTELLA.	No. 76509614	4/24/2003

Unregistered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Foreign Registration No.	Registration Date
None		

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date	Country or Jurisdiction
None			

Abandoned Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
None		

Trade Names

Constella Health Sciences