

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/14/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Biex, Inc.		06/12/2001	CORPORATION:

RECEIVING PARTY DATA

Name:	Biex Liquidating Corporation
Street Address:	P.O. Box 2259
City:	Danville
State/Country:	CALIFORNIA
Postal Code:	94526
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2201659	BIEX
Registration Number:	2193998	BIEX
Registration Number:	2339175	BIEX
Registration Number:	2270901	SALEST
Registration Number:	2193961	SALEST

CORRESPONDENCE DATA

Fax Number: (949)654-5481
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9496545468
 Email: arnold@fr.com
 Correspondent Name: Leslie Arnold
 Address Line 1: 12390 El Camino Real
 Address Line 2: Fish & Richardson P.C.
 Address Line 4: San Diego, CALIFORNIA 92130

CH \$140.00 2201659

NAME OF SUBMITTER:	Leslie Arnold
Signature:	/la/
Date:	03/28/2005
Total Attachments: 5 source=Certif of Merger to Biex Liquidating#page1.tif source=Certif of Merger to Biex Liquidating#page2.tif source=Certif of Merger to Biex Liquidating#page3.tif source=Certif of Merger to Biex Liquidating#page4.tif source=Certif of Merger to Biex Liquidating#page5.tif	

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of this 12th day of June, 2001, by and between Biex, Inc., a Delaware corporation ("Biex"), and Biex Liquidating Corporation, a California corporation ("BLC").

WHEREAS, Biex desires to reincorporate in the State of California;

WHEREAS, to effectuate the reincorporation, Biex will merge with and into BLC, with (a) BLC continuing as the surviving corporation of such merger; (b) each outstanding share (or any fraction thereof) of the common stock of Biex ("**Biex Common Stock**") being converted in such merger into a like number of shares of the common stock of BLC ("**BLC Common Stock**"); and (c) each outstanding share (or any fraction thereof) of the preferred stock of Biex ("**Biex Preferred Stock**" and together with Biex Common Stock, "**Biex Stock**") being converted in such merger into a like number of shares of the preferred stock of BLC ("**BLC Preferred Stock**" and together with BLC Common Stock, "**BLC Stock**"), all in accordance with the terms of this Agreement (the "**Merger**") and the provisions of the General Corporation Law of California and the Delaware General Corporation Law.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE I

MERGER

1.01. The Merger. In accordance with the provisions of this Agreement, the General Corporation Law of the State of California and the General Corporation Law of the State of Delaware, at the Effective Time (as defined in Article IV hereof), Biex shall be merged with and into BLC, the separate existence of Biex shall cease, and BLC shall continue as the surviving corporation (the "**Surviving Corporation**") under the name Biex Liquidating Corporation.

1.02. Surviving Corporation. Upon the consummation of the Merger, the Surviving Corporation shall succeed to and retain, without other transfer, all of the rights and property of Biex, including any and all contracts or agreements under which Biex is a party or beneficiary, and shall be subject to all of the debts, obligations and liabilities of Biex in the same manner as if the Surviving Corporation had itself incurred them; all rights of creditors and all liens upon the property of each of Biex and BLC shall be preserved unimpaired; provided, that such rights and liens shall be limited, if at all, in the same manner as in effect immediately prior to the Effective Time.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/14/2001
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ARTICLE II

ARTICLES OF INCORPORATION; BYLAWS

2.01. Certificate of Incorporation. Except as provided herein, the Articles of Incorporation of BLC, as in effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, until thereafter amended in accordance with applicable law.

2.02. Bylaws The Bylaws of the Surviving Corporation immediately prior to the Merger shall continue to be the Bylaws of the surviving corporation after the effective date of the Merger until such time as amended in accordance with the Bylaws and Articles of Incorporation.

ARTICLE III

DIRECTORS AND OFFICERS

3.01. Directors. At the Effective Time, the members of the Board of Directors of Biex immediately prior to the Effective Time shall be deemed to be the members of the Board of Directors of the Surviving Corporation until their successors are elected and qualified.

3.02. Officers. At the Effective Time, the officers of Biex immediately prior to the Effective Time shall be deemed to be the officers of the Surviving Corporation until their respective successors shall be appointed and qualified.

ARTICLE IV

EFFECTIVE TIME OF THE MERGER

As used in this Agreement, the "Effective Time" of the Merger shall mean the date on which a copy of this Merger Agreement shall have been duly filed with the Secretary of State of the State of California.

ARTICLE V

CONVERSION

5.01. Conversion of Shares At the Effective Time, by virtue of the Merger and without any action on the part of Biex, BLC, or the holder of any securities of Biex or BLC:

(a) **Conversion of Biex Common Stock.** Each share of Biex Common Stock (par value \$.00001) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of BLC Common Stock.

(b) **Conversion of Biex Preferred Stock.** Each share of Series A Biex Preferred Stock (par value \$.001) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of Series A BLC Preferred Stock. Each share of Series B Biex Preferred Stock (par value \$.001)

issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of Series B BLC Preferred Stock. Each share of Series C Biex Preferred Stock (par value \$.001) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of Series C BLC Preferred Stock. Each share of Series D Biex Preferred Stock (par value \$.001) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of Series D BLC Preferred Stock. Each share of Series E Biex Preferred Stock (par value \$.00001) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of Series E BLC Preferred Stock. Each share of Series F Biex Preferred Stock (par value \$.00001) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of Series F BLC Preferred Stock. Each share of Series G Biex Preferred Stock (no par value) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of Series G BLC Preferred Stock.

(c) Rights of Certificate Holders. From and after the Effective Time, holders of certificates formerly evidencing Biex Stock shall cease to have any rights as stockholders of Biex, except as provided by law; except, however, that such holders shall have the rights set forth in Section 5.02 herein.

5.02. No Surrender of Certificates. Until thereafter surrendered for transfer or exchange, each outstanding stock certificate that, immediately prior to the Effective Time, evidenced Biex Stock shall be deemed and treated for all corporate purposes to evidence the ownership of the number of shares of BLC Stock into which such shares of Biex Stock were converted pursuant to the provisions of Section 5.01 herein.

ARTICLE VI

CONDITIONS TO THE MERGER

The obligations of the parties hereto to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Effective Time, of each of the following conditions:

6.01 Board Approval. The Biex and the BLC Board of Directors shall have voted to approve this Agreement and the Merger

6.02 Stockholder Approval. Biex stockholders shall have voted to approve this Agreement and the Merger.

ARTICLE VII
MISCELLANEOUS

7.01. Service of Process in Delaware. At the Effective Time, BLC shall agree that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Biex, as well as for enforcement of any obligation of BLC arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the Delaware General Corporation Law, and shall irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings and hereby specifies the following address to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware: 640 Bercut Drive, Suite A, Sacramento, California 95814.

7.02. Termination. Notwithstanding the approval of this Agreement by the stockholders of Biex, this Agreement may be terminated at any time prior to the Effective Time by mutual written consent of the Boards of Directors of Biex and BLC.

7.03. Waiver; Amendment. Any of the terms or conditions of this Agreement may be waived at any time by whichever of the parties is, or the stockholders of which are, entitled to the benefit thereof by a writing executed on behalf of such party; and this Agreement may be amended, modified or supplemented in any manner at any time by an agreement in writing executed on behalf of each of the parties hereto; *provided, however*, that no such waiver, amendment, modification or supplement shall be made which shall change any of the principal terms of this Agreement without the further approval of the stockholders of Biex.

7.04. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

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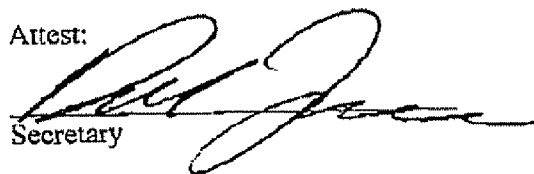
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer as of the date first above written.

BIEX, INC.,
a Delaware corporation

Attest: 
Secretary

By: 
Dale Tyerman
President

BIEX LIQUIDATING CORPORATION,
a Delaware corporation

Attest: 
Secretary

By: 
Dale Tyerman
President

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