

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DYNEX Technologies, Inc.		10/15/2004	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	DYNEX Acquisition, Inc.		
Street Address:	14340 Sullyfield Circle		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	02051		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2333462	DYNEX	
Registration Number:	2095861	MLX	
Registration Number:	1977121	MRX	
Registration Number:	2201705	MFX	
CORRESPONDENCE DATA			
Fax Number:	(617)832-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6178321000		
Email:	lcasey@foleyhoag.com		
Correspondent Name:	Foley Hoag LLP, Arlene Bender, Esq.		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Linda A. Casey, Senior Paralegal		
Signature:	/LAC/		

CH \$115.00 2333462

Date:

03/29/2005

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of October 15, 2004 by and between **DYNEX Technologies, Inc.**, a Maryland corporation with offices at 14340 Sullyfield Circle, Chantilly, VA 02051, (the "Assignor") and **DYNEX Acquisition, Inc.**, a Delaware corporation with offices at 14340 Sullyfield Circle, Chantilly, VA 02051 (the "Assignee") in connection with that certain Asset Purchase Agreement dated of even date herewith by and among the Assignor, Capital Genomix, Inc., the Assignee and Magellan Biosciences, Inc. (the "Purchase Agreement").

WHEREAS, the Assignor owns the right, title and interest in, to and under any trademarks, trademark registrations, trademark renewals, affirmations and trademark registration applications that are set forth on Exhibit A (hereinafter the "Marks"), attached hereto, incorporated herein and made a part hereof; and

WHEREAS, pursuant to the Purchase Agreement, it has been agreed that the Assignor shall transfer to the Assignee the Marks set forth on Exhibit A attached hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which by the Assignor are hereby acknowledged, and intending to be legally bound hereby, the Assignor hereby assigns, conveys and transfers to the Assignee its entire right, title, interest, ownership and subsidiary rights, if any, at common law and/or to the full term or terms for which registration of the Marks may be granted or renewed worldwide, including, without limitation, any pending registration applications or registrations therefore, set forth on Exhibit A attached hereto, and any and all goodwill associated therewith and relating to the business in connection with which the Marks are used, and together with that entire portion of the Assignor's business with which it has a bona fide intention to use the Marks, for the use and enjoyment of the Assignee and for the use and enjoyment of its successors and assigns; and in connection with the foregoing, the Assignor hereby assigns, conveys and transfers to the Assignee all income, royalties, damages and payments now or hereafter due or payable in respect of the Marks and all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present and future infringement, misappropriation or dilution of the rights assigned to the Assignee hereunder, and all other rights corresponding thereto throughout the world; and

HEREBY FURTHER AGREES that the Assignor shall, at the request of the Assignee, sign all documentation, including confirmatory trademark assignments and conveyances, testify in all proceedings make lawful oaths and generally use reasonable efforts to aid the Assignee, its successors, assigns and nominees, in obtaining, perfecting, and enforcing all rights from the Assignor and in recording title to the Marks transferred herein in each jurisdiction where such Marks are used or are registered or where applications to register such Marks are pending; and

HEREBY AUTHORIZES AND REQUESTS the respective Trademark Offices to record the Assignee as the owner of the Marks and to grant any and all trademark registrations and renewals arising from the Marks to the Assignee.

Signature pages follow.

Trademark Assignment

EXHIBIT A

Mark	Serial Number	Filing Date	Registration Number	Country
DYNEX	75118945	June 14, 1996	2,333,462	United States
MLX	75035370	December 21, 1995	2,095,861	United States
MRX	74477063	January 6, 1994	1,977,121	United States
MFY	75035502	December 21, 1995	2,201,705	United States

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on the date first written above.

ASSIGNOR:
DYNEX TECHNOLOGIES, INC.

By: James W. Walker
Name: _____
Title: _____

SUBSCRIBED AND SWORN to before
me this 20th day of October, 2004

Notary Public Rana Simpson
My Commission Expires: 4/30/07

ASSIGNEE:
DYNEX ACQUISITION, INC.

By: _____
Name: _____
Title: _____

SUBSCRIBED AND SWORN to before
me this ___ day of October, 2004

Notary Public _____
My Commission Expires: _____

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on the date first written above.

ASSIGNOR:
DYNEX TECHNOLOGIES, INC.

By: _____
Name:
Title:

SUBSCRIBED AND SWORN to before
me this ___ day of October, 2004

Notary Public _____
My Commission Expires: _____

ASSIGNEE:
DYNEX ACQUISITION, INC.

By: Walter DiGiusto
Name: Walter DiGiusto
Title: President

SUBSCRIBED AND SWORN to before
me this ~~14~~¹⁷ day of October, 2004

Notary Public Keren Wenders
My Commission Expires: 11/17/06