

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
Stressgen Biotechnologies Corporation		01/13/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Assay Designs, Inc.		
Street Address:	800 Technology Drive		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2914781		
Registration Number:	2914783		
Registration Number:	2914782	STRESSGEN	
Registration Number:	2914784	STRESSGEN BIOTECHNOLOGIES	
Registration Number:	2850159	STRESSXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(415)772-6268		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 772 6000		
Email:	sf-trademark@hellerehrman.com		
Correspondent Name:	John C. Wilson, Heller Ehrman LLP		
Address Line 1:	333 Bush Street		
Address Line 4:	San Francisco, CALIFORNIA 94104-2878		
ATTORNEY DOCKET NUMBER:	40311-0007		

OP \$140.00 2914781

NAME OF SUBMITTER:	John C. Wilson
Signature:	/John C. Wilson/
Date:	02/13/2006
Total Attachments: 4 source=Bill of Sale to Assay Designs#page1.tif source=Bill of Sale to Assay Designs#page2.tif source=Bill of Sale to Assay Designs#page3.tif source=Bill of Sale to Assay Designs#page4.tif	

EXHIBIT A

Bill of Sale and Assignment

This Bill of Sale and Assignment dated as of January 13, 2006, is being executed and delivered by and between Assay Designs, Inc., a Delaware corporation ("Buyer") and Stressgen Holdings Corporation, a Yukon Territories corporation in its capacity as the general partner of Stressgen Bioreagents Limited Partnership, a British Columbia limited partnership and Stressgen Biotechnologies Corporation, a Yukon Territories corporation (collectively, "Seller"), pursuant to that certain Termination, Transfer and License Agreement, dated as of January 13, 2006 (the "Termination Agreement"), by and between the Seller and the Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and pursuant to the terms of the Termination Agreement, the Seller hereby agrees as follows:

1. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Termination Agreement.

2. Subject to the terms and conditions set forth in the Termination Agreement, the Seller hereby sells, transfers, assigns and delivers to the Buyer, and the Buyer hereby purchases, accepts and acquires from the Seller:

(a) all worldwide right, title and interest of the Seller in and to the "Stressgen" name and associated trademarks listed on Schedule A-1 (the "Marks") including all common law rights therein, registrations and applications to register therefor, together with the goodwill of the business symbolized by the Marks and all claims for damages by reason of past infringements of the Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Seller authorizes the Commissioner of Patents and Trademarks of the United States of America, and the empowered officials of all other governments and jurisdictions to issue, assign, and otherwise transfer all of the Marks to Buyer, as assignee thereof, or otherwise as Buyer may direct. This Assignment shall include the right for Buyer to bring proceedings against any third party in respect of the Marks (including proceedings against any third party for infringement of the Marks or for the passing off or for otherwise infringing the rights of Seller in the Marks). Seller agrees and undertakes to provide to Buyer (at Buyer's request and expense) reasonable assistance with any proceedings which may be brought by or against Buyer against or by any third party in relation to the Marks.

(b) all right, title and interest of the Seller in and to the URL "www.stressgen.com" ("Domain Name") and registration for the Domain Name.

3. From time to time after the date hereof, the Seller will execute and deliver to the Buyer such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by the Buyer or its counsel in order to vest in the Buyer all right, title and interest of the Seller in and to the assets described in this Bill of Sale and Assignment and otherwise in order to carry out the purpose and intent of this Bill of Sale and Assignment. Seller agrees to take all actions reasonably requested by Buyer, including conducting online transactions, filing name change agreements, sending confirming emails and following other procedures required by the applicable domain name registrar, to convey the Domain Name from Seller to Buyer pursuant to the terms of this Bill of Sale and Assignment. Seller represents and warrants that it retains no trademark or trade name rights in the Domain Name or in any portion thereof.

4. This Bill of Sale and Assignment is intended only to effect the transfer of certain property transferred pursuant to the Termination Agreement and shall be governed entirely in accordance with the terms and conditions of the Termination Agreement.

5. This Bill of Sale and Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California without giving effect to its conflicts-of-laws principles (other than any provisions thereof validating the choice of the laws of the State of California in the governing law).

[SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT]

SD 780844 v6

TRADEMARK
REEL: 003245 FRAME: 0828

6. This Bill of Sale and Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment to be executed and delivered on the date and year first written above.

BUYER:

Assay Designs, Inc.,
a Delaware corporation

By: [Signature]
Its: CEO

SELLER:

Stressgen Bioreagents Limited Partnership,
a British Columbia limited partnership

By: Stressgen Holdings Corporation, its general partner

By: _____

Its: _____

Stressgen Biotechnologies Corporation

By: _____

Its: _____

State of Michigan
County of Washtenaw ss:

On January 13, 2006 before me, Deborah A. Rapley, notary public, personally appeared Gus Salem, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature, on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary's Signature

DEBORAH A. RAPLEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTEANAW
MY COMMISSION EXPIRES Oct 12, 2011
ACTING IN COUNTY OF

[SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT]

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IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment to be executed and delivered on the date and year first written above.

BUYER:

Assay Designs, Inc.,
a Delaware corporation

By: _____

Its: _____

SELLER:

Stressgen Bioreagents Limited Partnership,
a British Columbia limited partnership

By: Stressgen Holdings Corporation, its general partner

By: Gregory M. McKee

Its: President + CEO

Stressgen Biotechnologies Corporation

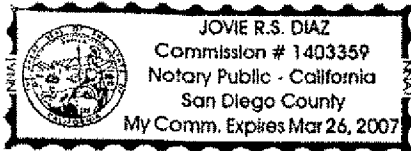
By: Gregory M. McKee

Its: President + CEO

State of California,
County of San Diego ss:

On 13 JAN 2006, before me, Jovie R.S. Diaz, notary public, personally appeared Gregory M. McKee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature, on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jovie R.S. Diaz
Notary's Signature

[SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT]

Schedule A-1

TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg./Appl. Serial No.</u>
Bubble Design (Black & White)	United States	2,914,781
Bubble Design (Black & White)	Canada	1097535
Bubble Design (Color)	United States	2,914,783
Bubble Design (Color)	Canada	1097716
STRESSGEN Word Mark	United States	2,914,782
STRESSGEN Word Mark	Canada	1097537
STRESSGEN Word Mark	European Community	2350650
STRESSGEN Word Mark	Barbados	8117297
STRESSGEN Word Mark	Barbados	8117298
STRESSGEN Word Mark	Japan	4590312
STRESSGEN BIOTECHNOLOGIES Word Mark	N/A	N/A
STRESSGEN BIOTECHNOLOGIES and Bubble Design (Black & White)	N/A	N/A
STRESSGEN BIOTECHNOLOGIES and Bubble Design (Color)	United States	2,914,784
STRESSGEN BIOTECHNOLOGIES and Bubble Design (Color)	Canada	1097717
STRESSGEN BIOTECHNOLOGIES and Bubble Design (Color)	European Community	2351377
STRESSGEN BIOTECHNOLOGIES and Bubble Design (Color)	Japan	4590311
STRESSXPRESS	United States	2,850,159
STRESSXPRESS	Canada	590472
STRESSXPRESS	European Community	2691160
STRESSXPRESS	Japan	4717390

Schedule A-1

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