

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRLI NO. 2 ACQUISITION CORP.		10/31/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	70 East 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78306357	GENEDX DNA DIAGNOSTIC SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(973)966-1015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9739668312		
Email:	yeuston@pitneyhardin.com		
Correspondent Name:	Iram Hafeez		
Address Line 1:	200 Campus Drive		
Address Line 4:	Florham Park, NEW JERSEY 07932-0950		
ATTORNEY DOCKET NUMBER:	053385.067584 (BIOREFER)		
NAME OF SUBMITTER:	Iram Hafeez		
Signature:	/Iram Hafeez/		
Date:	12/19/2006		

OP \$40.00 78306357

Total Attachments: 15

source=Intellectual Prop Security Agreement#page1.tif
source=Intellectual Prop Security Agreement#page2.tif
source=Intellectual Prop Security Agreement#page3.tif
source=Intellectual Prop Security Agreement#page4.tif
source=Intellectual Prop Security Agreement#page5.tif
source=Intellectual Prop Security Agreement#page6.tif
source=Intellectual Prop Security Agreement#page7.tif
source=Intellectual Prop Security Agreement#page8.tif
source=Intellectual Prop Security Agreement#page9.tif
source=Intellectual Prop Security Agreement#page10.tif
source=Intellectual Prop Security Agreement#page11.tif
source=Intellectual Prop Security Agreement#page12.tif
source=Intellectual Prop Security Agreement#page13.tif
source=Intellectual Prop Security Agreement#page14.tif
source=Intellectual Prop Security Agreement#page15.tif

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Agreement"), is made as of October 31, 2006, and made by BRLI NO. 2 ACQUISITION CORP., a New Jersey corporation (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, (in its capacity as the agent for certain lenders, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Fourth Amendment to the Amended and Restated Loan and Security Agreement of even date herewith by and among, *inter alia*, Grantor as a Borrower and Agent, Grantor has become a party to and co-borrower under that certain Amended and Restated Loan and Security Agreement dated September 30, 2004 (as amended, substituted, restated, or replaced, from time to time, the "Loan Agreement"); and

WHEREAS, Grantor owns the Patents described on Schedule 1, the Trademarks described on Schedule 2, and the Copyrights described on Schedule 3; and

WHEREAS, Grantor has agreed to pledge and grant to Agent, a security interest in and to the Collateral, together with any reissue, division, continuation, continuation-in-part or extension or renewal thereof, and all applications therefor, all whether presently existing or hereafter arising or acquired, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents, Trademarks and Copyrights, to secure the payment of the obligations of Grantor to Agent (the "Obligations"); and

WHEREAS, it is a condition precedent to the obligation of Agent to make extensions of credit to Grantor that Grantor shall have executed and delivered this IP Agreement to Agent.

NOW, THEREFORE, in consideration of the premises and to induce Agent to induce Agent to make extensions of credit to Grantor under the Loan Agreement, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meanings ascribed to them in the Loan Agreement; the following terms which are defined in the Uniform Commercial Code in effect in the State of New Jersey on the date hereof are used herein as so defined: General Intangibles and Proceeds; and the following terms shall have the following meanings:

"Code": the Uniform Commercial Code as from time to time in effect in the State of New Jersey.

"Collateral": for the purposes of this IP Agreement, all personal property (tangible or intangible) in which Grantor grants a security interest to Agent hereunder.

"Copyrights": (a) copyrights, rights and interests in copyrights, works protectable by copyrights and copyright registrations and all extensions and renewals thereof, including, without limitation, those listed on Schedule 3 hereto and (b) all applications for copyrights and all extensions and renewals thereof, including, without limitation, those listed in Schedule 3 hereto.

"Copyright Licenses": all agreements, whether written or oral, providing for the grant by Grantor of any right to use a Copyright.

"Intellectual Property": all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses owned by Grantor, whether now existing or hereafter arising.

"IP Agreement": this Intellectual Property Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Patents": (a) all letters patent of the United States and all reissues, divisions, continuations, continuations-in-part, extensions and renewals thereof, including, without limitation, those listed in Schedule 1 hereto and (b) all applications for letters patent of the United States or of any other country and all reissues, divisions, continuations and continuations-in-part, extensions and renewals thereof, including, without limitation, those listed in Schedule 1 hereto.

"Patent Licenses": all agreements, whether written or oral, providing for the grant by Grantor of any right to manufacture, use or sell any invention covered by a Patent.

"Trademarks": (a) all registered trademarks and all extensions and renewals thereof, including, without limitation, those listed in Schedule 2 hereto and (b) all trademark applications and all extensions and renewals thereof, including, without limitation, those listed in Schedule 2 hereto.

"Trademark Licenses": all agreements, whether written or oral, providing for the grant by Grantor of any right to use a Trademark.

2. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby grants to Agent a security interest in all of the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest:

- (a) all Patents;
- (b) all Patent Licenses;
- (c) all Trademarks;
- (d) all Trademark Licenses;
- (e) all Copyrights;
- (f) all Copyright Licenses;
- (g) all General Intangibles relating to the foregoing; and
- (h) to the extent not otherwise included, all proceeds of infringement suits or actions, all royalties, and all of the rights and benefits of all causes of action which may exist by reason of any infringement, and all Proceeds and products of any and all of the foregoing.

3. **Representations and Warranties.** Grantor hereby represents and warrants that:

(a) **Patents.** Schedule 1 hereto includes all registered U.S. Patents and applications therefor owned by Grantor and all other Patents and Patent Licenses owned by Grantor in its own name as of the date hereof. To the best of Grantor's knowledge, each Patent is valid, subsisting, unexpired, enforceable and has not been abandoned, except to the extent that the failure to be valid, subsisting, unexpired or enforceable or the abandonment thereof will not have a material adverse effect on the business of Grantor. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Patent except for such holdings, decisions or judgments that will not have a material adverse effect on the business of Grantor. No action or proceeding is pending seeking to limit, cancel or question the validity of any Patent, which, if adversely determined, will have a material adverse effect on the business of Grantor.

(b) Trademarks. Schedule 2 hereto includes all registered U.S. Trademarks and applications therefor, owned by Grantor and all other Trademarks and Trademark Licenses owned by Grantor in its own name as of the date hereof. To the best of Grantor's knowledge, each Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned, except to the extent that the failure to be valid, subsisting, unexpired or enforceable or the abandonment thereof would not have a material adverse effect on the business of Grantor. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Trademark except for such holdings, decisions or judgments that will not have a material adverse effect on the business of Grantor. No action or proceeding is pending seeking to limit, cancel or question the validity of any Trademark, which, if adversely determined, will have a material adverse effect on the business of Grantor.

(c) Copyrights. Schedule 3 hereto includes all registered U.S. Copyrights and applications therefor, owned by Grantor and all other Copyrights and Copyright Licenses owned by Grantor in its own name as of the date hereof. To the best of Grantor's knowledge, each Copyright is valid, subsisting, unexpired, enforceable and has not been abandoned, except to the extent that the failure to be valid, subsisting, unexpired or enforceable or the abandonment thereof will not have a material adverse effect on the business of Grantor. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Copyright except for such holdings, decisions or judgments that would have a material adverse effect on the business of Grantor. No action or proceeding is pending seeking to limit, cancel or question the validity of any Copyright, which, if adversely determined, will have a material adverse effect on the business of Grantor.

Grantor agrees that the foregoing representations and warranties shall be deemed to have been made by Grantor on and as of the date hereof and on and as of each date on which an extension of credit is made by Agent to Grantor, in each case as though made hereunder on and as of each such date.

4. Covenants. Grantor covenants and agrees with Agent that, from and after the date of this IP Agreement until the Obligations are paid and performed in full:

(a) Further Documentation. At any time, upon Agent's request, at the sole expense of Grantor, Grantor will promptly execute and deliver such further instruments and documents and take such further action as Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this IP Agreement and of the rights and powers herein granted.

(b) Indemnification. Grantor agrees to pay, and to save Agent harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expense), other than solely as a result of the gross negligence or willful misconduct of Agent (i) with respect to, or resulting from, any delay by Grantor in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any requirement of law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this IP Agreement.

(c) Intellectual Property.

(i) Grantor will not (either itself or through licensees), except with respect to Intellectual Property that Grantor reasonably determines is not material to its business and that of its subsidiaries taken as a whole ("Immaterial IP"), do any act, or omit to do any act, whereby the registration of any Intellectual Property may become abandoned or dedicated.

(ii) Grantor will notify Agent of any (A) abandonment or dedication of Intellectual Property (other than foreign patents and applications with respect thereto) ("USIP"); or (B)

determination by a court or tribunal in the country where (1) the Intellectual Property is registered, or (2) the Intellectual Property application is pending, that Grantor does not own all right, title and interest to the USIP, or of any other adverse determination of such court or tribunal relating to any Intellectual Property; provided that (x) Grantor has actual notice of such event and (y) such Intellectual Property or application is material to the business of Grantor and each of their subsidiaries, taken as a whole.

(iii) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of Intellectual Property with the United States Patent and Trademark Office (the "PTO") or the United States Copyright Office of the Library of Congress (the "Copyright Office"), Grantor shall report such filing to Agent within five (5) Banking Days after the last day of the calendar year in which such filing occurs. Upon request of Agent, Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as Agent may reasonably request to evidence Agent's security interest in the Intellectual Property and the goodwill and General Intangibles, if any, of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Agent its attorney-in-fact to execute and file all such writings for the purposes of so evidencing Agent's security interest, all lawful acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(iv) Grantor will, except with respect Immaterial IP, take all reasonable and necessary steps, as it deems appropriate under the circumstances, in accordance with its reasonable business judgment, including, without limitation, in any proceeding before the PTO, Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each Intellectual Property application (and to obtain the relevant registration and to maintain such registration), including, without limitation, where appropriate, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(v) In the event that any Intellectual Property included in the Collateral is materially infringed or misappropriated, Grantor shall promptly notify Agent and shall, unless Grantor shall reasonably determine that such Intellectual Property is not of material economic value to Grantor, take such actions as it shall reasonably deem appropriate under the circumstances to protect such Intellectual Property.

5. Limitation on Duties Regarding Preservation of Collateral. Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as Agent deals with similar property for its own account. Neither Agent nor any of its respective directors, officers, employees or Agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or any other person.

6. Remedies.

(a) If an Event of Default shall occur and be continuing, Agent may exercise, in addition to all other rights and remedies granted to it in this IP Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Grantor or any person or entity (all and each of which demands, defenses, advertisements and notices are hereby waived), may forthwith collect, receive, appropriate or realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, license, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, exchange, broker's board or office of

Agent or elsewhere upon such terms and conditions as it may deem advisable and at such prices it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Agent shall have the right upon any such public sale or sales, and to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Grantor, which right or equity is hereby waived or released. Grantor further agrees, at Agent's request upon the occurrence and during the continuance of an Event of Default, to assemble and make the Collateral available to Agent at places which Agent shall reasonably select, whether at Grantor's premises or elsewhere. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against Agent arising out of the exercise by it of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations, including the reasonable fees and disbursements of any attorneys employed by Agent to collect such deficiency.

(b) In addition to and as part of the rights set forth above, Grantor hereby agrees that if an Event of Default shall occur and be continuing, Grantor shall take all actions necessary, appropriate or proper to transfer ownership of the Collateral or any part thereof to Agent or its assigns, including without limitation, filing any and all assignments with the PTO and/or the Copyright Office whether in the form attached hereto as Exhibit A or such other form as is deemed necessary, appropriate or proper under the circumstances. Grantor hereby constitutes and appoints Agent (and any officer, employee or Agent of Agent, with a full power of substitution) its true and lawful attorney and Agent in fact to take, upon or after the occurrence of an Event of Default, any and all actions described in this subsection (b), in Agent's or Grantor's names, and at Grantor's sole cost and expense, Grantor covenants and agrees that any action described in this subsection (b) may be taken at Agent's sole and absolute discretion, at any time and from time to time, and that Grantor hereby ratifies and confirms all actions taken. Grantor further covenants and agrees that the powers-of-attorney granted by this Section (b) are coupled with an interest and shall be irrevocable until full and final payment and performance of the Obligations; that said powers are granted solely for the protection of Agent's interest and Agent shall have no duty to exercise any thereof; that the decision whether to exercise any such power, and the manner of exercise, shall be solely within Agent's discretion; and that neither Agent nor any of its directors, officers, employees or agents shall be liable for any act of omission or commission (except for acts or omissions which constitute the gross negligence or willful misconduct of Agent), or for any mistake or error of judgment, in connection with any such powers.

(c) No remedy referred to in this IP Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this IP Agreement or otherwise available to Agent by agreement or at law or in equity. No express or implied waiver by Agent of any default or Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent default or Event of Default. The failure or delay of Agent in exercising any rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or reoccurrence of any such contingency or similar contingencies, and any single or partial exercise of any particular right by Agent shall not exhaust the same or constitute a waiver of any such right.

(d) Notwithstanding anything to the contrary contained herein, or the Loan Agreement, Agent agrees that upon the exercise of any of its rights or remedies in respect of the Collateral whether arising hereunder, in the Loan Agreement or at law and the receipt by Agent of proceeds as a result of such exercise shall result in Agent retaining the proceeds otherwise due to Grantor, Agent shall apply such proceeds to the Obligations.

7. Severability. Any provision of this IP Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. Section Headings. The Section headings used in this IP Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

9. Waivers and Amendments; Successors and Assigns; Governing Law. This IP Agreement may be waived, amended, supplemented or otherwise modified only in a writing executed by Grantor and Agent, provided that any provision of this IP Agreement benefiting Agent may be waived by in writing by Agent only. This IP Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Agent and its successors and assigns, except that Grantor may not assign, transfer or delegate any rights or obligations hereunder without the prior written consent of Agent. This IP Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

10. Notices. All notices and other communications relating to this IP Agreement shall be in writing, addressed as follows and sent by hand delivery, or recognized overnight courier service or telecopier with confirmation of transmission print-out by the sender's facsimile machine:

If to Agent: PNC Bank, National Association
70 East 55th Street
New York, New York 10022
Attention: PNC Business Credit
Facsimile: (212) 303-0060

With a copy to: Linda K. Smith, Esq.
Pitney Hardin LLP
200 Campus Drive
Florham Park, New Jersey 07932-0950
Facsimile No.: 973 966-1015

If to Grantor: BRLI No. 2 Acquisition Corp.
481 Edward H. Ross Drive
Elmwood Park, New Jersey 07407
Attention: Sam Singer, CFO
Telephone: (201) 791-2600

With a copy to: Roger A. Tolins, Esq.
Tolins & Lowenfels
747 Third Avenue
New York, New York 10017
Facsimile: (212) 888-7706

or to such other address as the respective party or its successors or assigns may subsequently designate by proper notice. All notices shall be effective one (1) Business Day after deposit with a courier or when received, if earlier.

11. Submission To Jurisdiction; Waivers. (a) Grantor hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this IP Agreement, and any other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New Jersey, the courts of the United States of America for the District of New Jersey, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to Grantor at its address set forth above or at such other address of which Agent shall have been notified pursuant thereto.

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(b) Each of Grantor and Agent hereby unconditionally and irrevocably waives, to the maximum extent not prohibited by law, any right they may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

12. Acknowledgements. Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this IP Agreement, and the other Loan Documents to which it is a party;

(b) Agent has no fiduciary relationship with or duty to it or any other party arising out of or in connection with this IP Agreement or any of the other Loan Documents, and the relationship between Agent, on one hand, and Grantor, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and


(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby between Agent and Grantor.

13. Authority of Agent. Grantor acknowledges that the rights and responsibilities of Agent under this IP Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this IP Agreement shall be governed by the Loan Agreement.

14. Release of Collateral and Termination. (a) At such time as the Obligations have been paid and performed in full, the Collateral shall be released from the liens created hereby, and this IP Agreement and all obligations (other than those expressly stated to survive such termination) of Grantor to Agent under this IP Agreement shall terminate, all without delivery of any instrument or performance or any act by any party, and all rights to the Collateral shall revert to Grantor. Upon request of Grantor following any such termination, Agent shall deliver (at the sole cost and expense of Grantor) to Grantor any Collateral held by Agent hereunder, and execute and deliver (at the sole cost and expense of Grantor) to Grantor such documents as Grantor shall reasonably request to evidence such termination.

IN WITNESS WHEREOF, Grantor has caused this IP Agreement to be duly executed and delivered as of the date first above written.

BRLI NO. 2 ACQUISITION CORP.

By: 
Name: MARC D GROBMAN
Title: PRESIDENT


Agreed to and Accepted:

PNC BANK, NATIONAL ASSOCIATION, Agent

By: _____
Name: Parameswar Sivaramakrishnan
Title: Vice President


IN WITNESS WHEREOF, Grantor has caused this IP Agreement to be duly executed and delivered as of the date first above written.

BRLI NO. 2 ACQUISITION CORP.

By: 
Name: MARC D GROBMAN
Title: PRESIDENT

Agreed to and Accepted:

PNC BANK, NATIONAL ASSOCIATION, Agent

By: 
Name: Parameswar Sivaramakrishnan
Title: Vice President

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS.:
COUNTY OF Bergen :

BE IT REMEMBERED, that on this 31 day of October, 2006, before me, the subscriber, personally appeared Marc D. Freedman, who I am satisfied is Chief Executive Officer of BRLI NO. 2 ACQUISITION CORP. and who executed the within IP Agreement on behalf of such corporation and thereupon acknowledged that he signed, sealed and delivered the same as the voluntary act and deed of such corporation, for the purposes therein expressed.

Adalgisa Gazzillo
Notary Public

ADALGISA GAZZILLO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 30, 2009

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of the 26th day of September, 2006, by BRLI No. 2 Acquisition Corp., a New Jersey corporation doing business as GeneDX, having its principal place of business at 481 Edward H. Ross Drive Elmwood Park, New Jersey 07407 ("Assignor").

WHEREAS, Assignor owns the entire right, title and interest in and to the following United States trademarks (the "Trademarks") set forth on Schedule A-1.

WHEREAS, Assignor desires to transfer the Trademarks to PNC Bank, National Association, having a location at Two Tower Center Boulevard, East Brunswick, New Jersey 08816 ("Assignee").

NOW, THEREFORE, for good and valuable consideration and the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which whereof is hereby acknowledged, Assignor does subject to the terms of the IP Agreement by and between Assignor and Assignee of even date herewith hereby assign, transfer, sell, convey and settle unto Assignee, its successors, legal representatives and assigns, all of the right, title and interest in and to the Trademarks.

Assignor hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to Assignee, that it has not executed and will not execute any agreement in conflict herewith, and that it will not execute or procure the execution of any and all future assignments or other instruments which may be necessary to perfect and evidence Assignee's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed as of the day and year first above written.

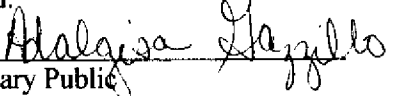
BRLI NO. 2 ACQUISITION CORP.

By: 
Name: Marc D. Grodman
Title: President

ACKNOWLEDGMENT

STATE OF New Jersey)
) SS.:
COUNTY OF Bergen)

BE IT REMEMBERED, that on this 31 day of October, 2006, before me, the subscriber, personally appeared Marc D. Grodman, who I am satisfied is Chief Executive Officer of BRLI NO. 2 ACQUISITION CORP. and who executed the within Assignment of Trademarks on behalf of such corporation and thereupon acknowledged that he/she signed, sealed and delivered the same as the voluntary act and deed of such corporation, for the purposes therein expressed.


Notary Public

ADALGISA GAZZILLO
NOTARY PUBLIC OF NEW JERSEY
* COMMISSION EXPIRES JUNE 30, 2009

SCHEDULE A-1

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Registration Date</u>
GeneDX DNA Diagnostic Services	2975735	78306357	July 26, 2005

SCHEDULE 1

PATENTS

NONE

SCHEDULE 2

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Registration Date</u>
GeneDX DNA Diagnostic Services	2975735	78306357	July 26, 2005

SCHEDULE 3

COPYRIGHTS

NONE