

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
Accumed International, Inc.		03/30/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Monogen, Inc.		
Street Address:	1033 Butterfield Road		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2393841	ACCELL-SAVANT	
CORRESPONDENCE DATA			
Fax Number:	(202)672-5399		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-672-5300		
Email:	PTOMAILWashington@foley.com		
Correspondent Name:	Norm J. Rich		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W., Suite 500		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5143		
ATTORNEY DOCKET NUMBER:	029658-0501		
NAME OF SUBMITTER:	Norm J. Rich		
Signature:	/norm j. rich/		
Date:	04/05/2007		

OP \$40.00 2393841

Total Attachments: 2
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WHEREAS, Accumed International, Inc., a Delaware corporation currently located at 414 North Orleans Street, Suite 502, Chicago, IL 60610 ("AccuMed"), together with its parent company, CytoCore, Inc. (f/k/a Molecular Diagnostics, Inc.), a Delaware corporation also currently located at the same address ("CytoCore") (AccuMed and CytoCore, collectively, "Assignor"), have an ownership interest in and to the following trademark registered in the U.S. Patent and Trademark Office (the "Mark"):

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ACCELL-SAVANT	2,393,841	October 10, 2000

WHEREAS, Monogen, Inc., a Nevada corporation doing business at 1033 Butterfield Road, Vernon Hills, IL 60061 ("Assignee"), is desirous of acquiring the Mark and the registration thereof; and

WHEREAS, Assignor and Assignee have entered into a settlement agreement that includes an assignment of the Mark from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's right, title and interest, worldwide, in and to the Mark, the United States registration thereof, and all rights to injunctive relief, damages and profits, due or accrued, arising out of past infringement of the Mark and any injury to the goodwill associated therewith, and the right to sue for and recover the same in Assignee's own name, free and clear of all charges, liens, security interests and similar encumbrances.

FURTHERMORE, Assignor does hereby agree that, from time to time hereafter, as reasonably requested by Assignee, Assignor shall, without further consideration therefor other than reimbursement of its reasonable out-of-pocket expenses, execute and deliver such other documents and instruments, and take such other actions, as shall be necessary to more effectively carry out the intent of this Trademark Assignment.

IN ADDITION, each of the undersigned individuals hereby represents and warrants to Assignee that he or she has full power and authority to sign his or her name hereto on behalf of Assignor, and that, by so doing, this document shall become fully binding upon Assignor in accordance with the terms hereof, except as the same may be limited by laws concerning bankruptcy, insolvency, general principles of equity and the like; and the individual signing this document in the acknowledgement space provided below hereby represents and warrants to Assignor that he or she has full power and authority to sign his or her name thereto on behalf of Assignee, and that, by so doing, the acceptance and agreement signified thereby shall become fully binding upon Assignee in accordance with the terms hereof, except as the same may be limited by laws concerning bankruptcy, insolvency, general principles of equity and the like.

Dated as of March 30, 2007.

ACCUMED INTERNATIONAL, INC., as Assignor

By: Robert McChugh Jr
Name: Robert McChugh Jr
Title: CFO

CYTOCORE, INC., as Assignor

By: Robert McChugh Jr
Name: Robert McChugh Jr
Title: CFO

ACCEPTED AND AGREED:

MONOGEN, INC., as Assignee

By: Norman J. Pressman
Name: Norman J. Pressman
Title: President & CEO