

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance: Asset Purchase Agreement previously recorded on Reel 002879 Frame 0437. Assignor(s) hereby confirms the Nature of Conveyance: Assigns entire Interest and the goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Panvera LLC		02/04/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Invitrogen Corporation
Street Address:	1600 Faraday Avenue
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78162870	BEACON
Registration Number:	2203572	BACULOSOMES
Registration Number:	2197222	RECO
Registration Number:	2545174	WETWARE
Registration Number:	1989610	PANVERA
Registration Number:	2761850	PANVERA
Registration Number:	2381609	CORE HTS
Registration Number:	1998548	BEACON FLUORESCENCE POLARIZATION SYSTEM
Registration Number:	2579833	GENEBLAZER
Registration Number:	2652836	THE PROTEIN COMPANY

CORRESPONDENCE DATA

OP \$265.00 78162870

Fax Number: (619)764-6701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6196992921
Email: sdtrademark@dlapiper.com
Correspondent Name: Nancy O. Dix
Address Line 1: 401 B Street, Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101-4297

ATTORNEY DOCKET NUMBER:	INVITROGEN CORRECT ASG
NAME OF SUBMITTER:	Nancy O. Dix
Signature:	/nancyodix/
Date:	08/07/2007

Total Attachments: 29

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
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06/25/2004
900009553

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PanVera LLC		02/04/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Invitrogen Corporation
Street Address:	1600 Faraday Avenue
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	CORPORATION: DELAWARE

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Registration Number:	1998548	BEACON FLUORESCENCE POLARIZATION SYSTEM
Registration Number:	2579833	GENEBLAZER
Registration Number:	2652836	THE PROTEIN COMPANY

CORRESPONDENCE DATA

Fax Number: (858)677-1401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-638-6921
 Email: sdtrademark@graycary.com

OP \$265.00 78162870

Correspondent Name: Nancy O. Dix
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: Gray Cary Ware & Freidenrich
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: T05679US0

NAME OF SUBMITTER: Nancy O. Dix

Total Attachments: 14
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 [Contact Us](#)



Electronic Trademark Assignment System **eTAS**

Confirmation Receipt

Your trademark assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

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Stylesheet Version v1.1

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Correspondent Name: Nancy O. Dix
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: Gray Cary Ware & Freidennich
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	105679US0
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NAME OF SUBMITTER:	Nancy O. Dix
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Total Attachments: 14
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RECEIPT INFORMATION

ETAS ID: 1M13729
Receipt Date: 06/25/2004

ASSET PURCHASE AGREEMENT

BY AND AMONG

VERTEX PHARMACEUTICALS INCORPORATED,

PANVERA LLC,

AND

INVITROGEN CORPORATION

FEBRUARY 4, 2003

Gray Cary\GT\6325151.12
102894-53

Schedules:

Schedule 1	Business Material Adverse Effect
Schedule 1.1	Permitted Encumbrances
Schedule 1.1(a)	Products
Schedule 2.1(a)(i)	Real Estate
Schedule 2.1(a)(iii)	Trademarks and Patent Rights
Schedule 2.1(a)(vi)	Investments
Schedule 2.1(b)(i)	Instrumentation Assets
Schedule 5.1(a)(i)	Consent Costs and Upfront License Fees
Schedule 5.1(a)(iv)	Instrumentation License
Schedule 5.2(e)	Exceptions to Interim Operations Covenants
Schedule 5.2(e)(xiv)	Changes in Employee Compensation
Schedule 5.2(e)(xv)	Additional Seller Employees
Schedule 5.6(b)	MTA's To Be Determined as to Assignment
Schedule 6.1(f)	Applicable Permits
Schedule 6.1(h)	Third-Party Consents to be Obtained by Seller
Schedule 7.1(d)	Certain Indemnification Items
Schedule 9.6(a)	Seller Employees

The Seller Disclosure Schedules:

Section 3.1(c)	Equity Interests
Section 3.3(c)	Consents under Material Contracts
Section 3.5(a)	Employee Benefit Plans
Section 3.5(f)	Parachute Payments
Section 3.6(a)	Financial Information
Section 3.7	Absence of Certain Changes
→ Section 3.8(a)	Intellectual Property - Material Agreements
Section 3.8(b)	Third-Party Claims/Joint Licenses and Co-Owned Patents
Section 3.8(d)	Exceptions to Validity
Section 3.8(e)	Licenses, Covenants Not to Compete, etc.
Section 3.8(f)	Conveyances of Proprietary Assets
Section 3.8(g)	Royalty Obligations
Section 3.8(i)	Infringement Notice Instances
Section 3.9	Material Contracts
Section 3.10	Product Liability; Litigation
Section 3.11(a)	Environmental Permits
Section 3.11(b)	Violation of Environmental Laws
Section 3.11(g)	Release of Hazardous Substances
Section 3.11(h)	Environmental Consents
Section 3.11(i)	Environmental Matters
Section 3.13	Permits
Section 3.14	Brokers' Fees
Section 3.15	Warranty Claims
Section 3.16(a)	Taxes
Section 3.17	Inventory
Section 3.18	Undisclosed Liabilities

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of February 4, 2003, by and among Vertex Pharmaceuticals Incorporated, a Massachusetts corporation (the "Owner"), PanVera LLC, a Delaware limited liability company (the "Seller") and Invitrogen Corporation, a Delaware corporation (the "Buyer"). The Owner, the Seller and the Buyer are referred to herein individually as a "Party" and collectively as the "Parties."

INTRODUCTION

The Seller is engaged in, among other matters, the business of developing, manufacturing and selling life sciences discovery products, probes, proteins and reagents, and assay development services;

The Owner is engaged in, among other matters, the business of discovering, developing and commercializing ethical pharmaceutical products independently and with partners; and

The Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, all of the Seller's right, title and interest in and to substantially all of the assets and properties of the Seller, subject to the assumption by the Buyer of specified related liabilities, upon the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Whenever used in this Agreement, the terms defined below shall have the indicated meaning:

"Account Parties" shall have the meaning set forth in Section 10.1.

"Accounting Firm" shall have the meaning set forth in Section 2.2(b)(iii).

"Acquired Assets" shall have the meaning set forth in Section 2.1(a).

"Adjustment Amount" shall have the meaning set forth in Section 2.2(b)(i).

"Affiliate" means, with respect to any Person, any Person which directly or indirectly through stock ownership or otherwise either controls, or is controlled by or under common control with, such Person.

"Agreement" shall have the meaning set forth in the preamble.

"Amended and Restated Technology Agreements" shall mean the agreements in the forms attached hereto as Exhibits H-1 through H-11.

"Ancillary Agreements" shall have the meaning set forth in Section 2.3(b).

"Applicable Accounting Principles" means United States generally accepted accounting principles ("GAAP") (applied on a "going concern" basis without reflecting the transactions contemplated under this Agreement).

"Applicable Permits" shall have the meaning set forth in Section 3.13 and shall not include Environmental Permits.

"Assigned Contracts" shall have the meaning set forth in Section 2.1(a)(ii).

"Assignment and Assumption Agreement" shall mean the Assignment and Assumption Agreement in the form of Exhibit B hereto.

"Assignment of Ground Lease" means an Assignment of Ground Lease in form reasonably acceptable to the Buyer.

"Assumed Liabilities" shall have the meaning set forth in Section 2.1(c).

"Aurora" means Aurora Biosciences Corporation, formerly a Delaware corporation and wholly owned subsidiary of Owner, which was merged with and into Vertex San Diego on July 1, 2002.

"Benefit Plans" shall have the meaning set forth in Section 3.5(a).

"Bill of Sale" means the Bill of Sale in the form of Exhibit A hereto.

"Business" means, collectively, (a) the business of the Vertex Parties, at the time this Agreement is executed, of developing, manufacturing and/or commercializing proteins, reagents and/or assays listed on Schedule 1.1(a), providing services related thereto and/or licensing of intellectual property or confidential information related thereto, (b) performing the obligations of the Vertex Parties under the Assigned Contracts and (c) developing, manufacturing and/or commercializing products and providing services that would require rights under any Proprietary Asset that is listed on Schedule 2.1(a)(iii) to this Agreement or in Parts 1 or 2 of Section 3.8(a) of the Seller Disclosure Schedule or Part 2 of Section 3.8(b) of the Seller Disclosure Schedule, and/or licensing of intellectual property or confidential information related thereto; provided, however, that "Business" excludes the Instrumentation Assets, and further excludes the activities of the Vertex Parties (other than the Seller) which would not be prohibited by the Non-Competition Agreement or would be permitted under the Amended and Restated Technology Agreements. ←

"Business Assets" shall have the meaning set forth in Section 2.1(a).

"Business Day" shall have the meaning set forth in Section 2.3(a).

“Trademarks” shall have the meaning set forth in Section 2.1(a)(iii).

“Transfer Documents” shall have the meaning set forth in Section 2.3(b).

“Transition Services Agreement” means the Transition Services Agreement in the form of Exhibit E hereto.

“Transferred Employees” shall have the meaning set forth in Section 9.6(b).

“Vertex Parties” means the Seller, the Owner, Vertex San Diego, PanVera Corporation, Aurora, each of their successors and assigns, and each of their respective Affiliates.

“Vertex San Diego” means Vertex Pharmaceuticals (San Diego) LLC, a Delaware limited liability company and a wholly owned subsidiary of the Owner.

“WARN Act” shall have the meaning set forth in Section 3.23.

ARTICLE II ASSET PURCHASE

2.1 Purchase and Sale of Assets; Assumption of Liabilities.

(a) Transfer of Assets. At the Closing the Seller shall, and the Owner shall cause the Seller to, sell, convey, assign, transfer and deliver to the Buyer (or one or more of its assignees), and the Buyer shall purchase and acquire from the Seller, all of the Seller’s right, title and interest in and to the Business Assets, free and clear of all Liens other than Permitted Encumbrances. For purposes of this Agreement, the “Business Assets” shall mean all assets used in the operation of the Business by the Seller on the date of this Agreement (other than those assets disposed of by the Seller on or prior to the Closing Date but only to the extent permitted by Section 5.2 hereof) plus any assets acquired by the Seller following the date of this Agreement and on or prior to the Closing Date, but excluding the Excluded Assets. The Business Assets which are owned by the Seller, including the Assigned Contracts (pursuant to which Assigned Contracts the Seller has been provided its rights in certain of the Business Assets), are referred to hereinafter as the “Acquired Assets.” The Business Assets to which the Seller is transferring all of its right, title and interest include without limitation the following:

(i) the real property, leaseholds, subleases and interests therein, options or similar rights to purchase, lease, use or occupy real property and buildings, structures, facilities, fixtures and other improvements thereon and appurtenances thereto, that are listed by premises, building or street address, and tax lot number on Schedule 2.1(a)(i) hereto (collectively, the “Real Estate”);

(ii) all oral and written contracts, agreements, leases, subleases, licenses, and other arrangements used in the Business, including, without limitation, the Material Contracts (the “Assigned Contracts”);

(iii) all Proprietary Assets generated or used by or on behalf of the Seller in connection with the Business, including, without limitation, those trademarks and trade



names and registrations thereof and registration applications therefor set forth on Schedule 2.1(a)(iii) hereto (the “Trademarks”) and those patents (including any extension, reissue, reexamination or the like relating thereto) and patent applications (including any provisional, divisional, continuation or continuation in part) set forth on Schedule 2.1(a)(iii) hereto (the “Patent Rights”);

(iv) all actions, claims, causes of action, rights of recovery, choses in action or rights to set off, whether arising out of occurrences before or after the Closing Date, including Third-Party warranties and guarantees and other similar contractual rights as to third parties held by or in favor of any of the Vertex Parties with respect to any of the Business Assets, except for those described in clauses (i) and (iii) of the definition of “Excluded Assets”;

(v) all of the Seller’s accounts receivable and other receivables relating to the Business Assets or arising out of the conduct of the Business;

(vi) subject to the provisions of Section 2.2(c), below, those equity securities set forth on Schedule 2.1(a)(vi) (the “Investments”); and

(vii) all other assets and properties reflected on the Closing Balance Sheet.

(b) Excluded Assets. The Buyer shall not be entitled or obligated to purchase any of the Excluded Assets. “Excluded Assets” shall mean any assets, properties or rights of any Vertex Party other than the Seller, together with the following assets, properties and rights of the Seller:

(i) those assets described on Schedule 2.1(b)(i) hereto, which were conveyed by Seller to Aurora Biosystems LLC, prior to the date of this Agreement but subsequent to the date of the November 30 Balance Sheet (the “Instrumentation Assets”);

(ii) any cash or short-term marketable securities (which for purposes hereof shall be deemed to not include any of the Investments);

(iii) rights to insurance claims, related refunds and proceeds of claims asserted against third parties which arise out of occurrences before or after the Closing Date, including rights with respect to Third-Party warranties and guarantees and other similar contractual rights held by or in favor of any of the Vertex Parties with respect to any of the Business Assets, solely to the extent the Seller, and not the Buyer, bears or is responsible for the matter to which such right or action relates (whether because the matter relates to an Excluded Liability or otherwise), and then only to the extent of amounts paid by the Seller with respect thereto (including by way of any reduction in the Purchase Price);

(iv) all assets relating to the Benefit Plans and other policies, programs and agreements set forth in Section 3.5(a) of the Seller Disclosure Schedule;

(v) all refunds of any Tax, except as provided in Section 5.2(d)(viii);

(h) any sale, transfer or other disposition of any assets, properties or rights of the Business, except in the ordinary course of business consistent with past practice which are not material in the aggregate, except with respect to any cash or short-term marketable securities (other than the Investments) set forth or reflected on the November 30 Balance Sheet, and except for the conveyance by Seller of the Instrumentation Assets;

(i) any commitments or agreements for capital expenditures or capital additions or betterments relating to the Business exceeding \$50,000 in the aggregate, except such as may be involved in the ordinary repair, maintenance or replacement of assets not exceeding an additional \$50,000 in the aggregate;

(j) other than with respect to travel expense reimbursement and employee compensation and benefits in the ordinary course of business consistent with past practice, any payment, distribution, loan or advance of any amount to, or sale, transfer or lease of properties or assets (real, personal, or mixed, tangible or intangible) to, or the entering into of any agreement or arrangement to do so with, any officers or managers of the Seller (or any of its officers, managers or directors), or any "associate" (as such term is defined in Rule 405 under the Securities Act of 1933, as amended) thereof;

(k) any mortgage, pledge or subjection to Lien of any kind on any assets, tangible or intangible, of the Business except for Permitted Encumbrances;

(l) the granting of any material increase in the compensation payable or to become payable by the Seller to its managers, officers or employees other than increases in the ordinary course of business to employees who are not managers or officers;

(m) any material transaction, agreement or event outside the ordinary course of the conduct of the Business;

(n) the agreement, whether in writing or otherwise, to take any action described in this Section 3.7, or which would constitute a breach of any of the representations and warranties of the Owner and the Seller contained in this Agreement;

(o) any other changes in the financial condition of the Business, except for any changes that would not reasonably be expected to result in a Business Material Adverse Effect and except for any changes that involve or affect only Excluded Assets or Excluded Liabilities (including, without limitation, the conveyance by Seller of the Instrumentation Assets subsequent to such date); or

(p) any Business Material Adverse Effect.

3.8 Intellectual Property.

→ (a) Part 1 of Section 3.8(a) of the Seller Disclosure Schedule lists all of the Proprietary Assets included in the Business Assets which are patents, patent applications, trademarks or trademark applications wholly owned by Seller, setting forth in each case the jurisdictions in which patents have been issued, patent applications have been filed, trademarks have been registered and trademark applications have been filed. Part 2 of Section 3.8(a) of the

PART 1 of Section 3.8(a)(continued)

intentional chemicals for use in biological, chemical, pharmaceutical, agricultural testing and for the screening of compounds and cosmetics for clinical and
 use in laboratory use

JAPAN
 Anno CSEHS JPS 3/15/2001 2601 23398 PEYDING 5
 AS AGENCIE reagents for assays and testing chemicals for use in biological, chemical, pharmaceutical, agricultural testing and for the screening of
 compounds and cosmetics for clinical and medical laboratory use
 AS FILED assays and reagents for
 identification of chemicals for use in biological, chemical, pharmaceutical, agricultural testing and for the screening of compounds and cosmetics for clinical and
 medical laboratory use

UNITED STATES
 Anno CSEHS USA 9/29/2000 76137.804 ALLOWED 1
 reagents for identification of chemicals for use in biological, chemical, pharmaceutical, agricultural testing and for the screening of compounds and
 cosmetics for clinical and laboratory use

UNITED STATES
 Anno CSEHS USA 9/29/2000 76137.805 ALLOWED 5
 reagents for identification of chemicals for use in biological, chemical, pharmaceutical, agricultural testing and for the screening of compounds and
 cosmetics for clinical and laboratory use

CORRECTIONS

UNITED STATES
 PY CORE US 1 11/8/1999 75042.870 6/29/2000 2,381,600 REGISTERED 1
 AS AGENCIE, biological and chemical reagents for medical use
 AS FILED biological and chemical reagents for medical use

UNITED STATES
 PY CORE US 5 11/8/1999 75042.870 6/29/2000 2,381,601 REGISTERED 5
 reagents for identification of biological reagents for medical diagnostic use
 AS FILED biological and chemical reagents for medical use

PLASTI (Filed Statement of Use September 2002 - Filed as a S(1)(d) use application)

UNITED STATES
 PY PLASTI US 1 9/17/2002 78163.628 PEYDING 1
 reagents and assays for scientific and research laboratory use in biological, chemical and environmental testing and for the screening of compounds;
 chemicals for use in the manufacture of pharmaceuticals, agricultural compounds and cosmetics

UNITED STATES
 PY PLASTI US 5 9/17/2002 78163.628 PEYDING 5
 diagnostic reagents and assays for clinical medical laboratory use in biological and environmental testing and for the screening of compounds

GENE BLAZER (Assigned from American Biosciences to Path Verif)

CYPRUS
 Anno GOLAZ CYP 10/16/2000 1,072,633 8/15/2002 505,638 REGISTERED 1
 reagents and assays for scientific and research laboratory use in biological, chemical and environmental testing and for the screening of compounds



PART 1 of Section 3.8(a) (continued)

UNITED STATES	Annals of the New York Academy of Sciences	4/17/2000 761078.480	6/18/2002	2,843,327 REGISTERED	1
US	reagents and assays for scientific and research laboratory use in biological, chemical and environmental testing and for the screening of compounds.				
UNITED STATES	Annals of the New York Academy of Sciences	4/17/2000 761078.480	6/18/2002	2,843,327 REGISTERED	5
US	diagnostic reagents and assays for clinical, medical, laboratory use in biological and environmental testing and for the screening of compounds.				
WELLYWARE (Assigned From) INDEPENDENCE RD, PAINTVILLE					
EUROPEAN UNION	Annals of the New York Academy of Sciences	4/20/1999	1,158,006	4/20/2000	1,158,006 REGISTERED
US	assays and reagents for use in laboratories and clinics in biological testing				
EUROPEAN UNION	Annals of the New York Academy of Sciences	4/20/1999	1,158,006	4/20/2000	1,158,006 REGISTERED
US	laboratory equipment and clinical equipment for biological testing				
UNITED STATES	Annals of the New York Academy of Sciences	1/14/1999 756287.430	3/22/2002	2,545,174 REGISTERED	1
US	reagents and assays for scientific or research laboratory use in biological testing				
UNITED STATES	Annals of the New York Academy of Sciences	1/14/1999 756287.430	3/22/2002	2,545,174 REGISTERED	5
US	AS IDENTIFIED: Clinical medical reagents and assays for use in biological testing AS FILED: assays and reagents for use in laboratories and clinics for biological testing				
UNITED STATES	Annals of the New York Academy of Sciences	1/14/1999 756287.430	3/22/2002	2,545,174 REGISTERED	9
US	AS IDENTIFIED: Laboratory apparatus, namely computer hardware and software, optical sensors, incubators, laboratory safety incubators, laboratory centrifuge storage containers, fluid transfer and dispensing devices, and test tubes and wells for use in liquidating chemicals for use as pharmaceuticals, agricultural compounds and cosmetics AS FILED: laboratory equipment and clinical equipment for biological testing				
ZEPHYRUS					
UNITED STATES	PV ZEPHYRUS	10/10/2002 78776.031	PEM001G		1
US	AS FILED: reagents and assays for scientific and research laboratory use in biological, chemical and environmental testing and for the screening of compounds				
UNITED STATES	PV ZEPHYRUS	10/10/2002 78776.031	PEM001G		5
US	AS FILED: diagnostic reagents and assays for clinical, medical, laboratory use in biological, chemical and environmental testing and for the screening of compounds				

0506715

PART 1 of Section 3.8(a)(continued)

Principals/Attorneys - Government of Jamaica - Intellectual Registration (see above)

(1) Section 3.8(a) is not filed by previous PatVer's counsel. This mark was abandoned. My application has been filed

(2) Section 3.8(a) is not filed by previous PatVer's counsel. This mark was abandoned. My application has been filed

[7] This application was abandoned September 26, 2002 by failure to respond to Office Action. The original application 76R/37,345 in Classes 1 and 5 was reinstated. There was a series of Office Actions that PatVer's previous counsel was not able to overcome. Registration was refused and received a Notice of Abandonment. We requested the registrar file mark on the Supplemental Register, however he instead filed a new application (76/322,916) on the Principal Register in class 1 only. An Office Action was then received citing their previous filing against them. We filed to reinstate the original filing, and let the second filing in Class 1 go abandoned.

BS86715

PART 1 of Section 3.0(a)(continued)

UNITED STATES	PV P(60) US 16	11/26/1993 74063.325	40/44/001/64	16
16 - biological and biological reagents and related apparatus				
PHOSPHORIC ACID (Aspirin from Avian Biosciences in Parvira)				
EUROPEAN UNION	Amo P(US) E 114	10/16/2001	2,412,229 PENDING	1
01 - reagents and assays for scientific and research laboratory use in biological, chemical and environmental testing and for the screening of compounds				
EUROPEAN UNION	Amo P(US) E 115	10/16/2001	2,412,229 PENDING	6
05 - diagnostic reagents and assays for clinical medical laboratory use in biological, chemical and environmental testing and for the screening of compounds				
EUROPEAN UNION	Amo P(US) E 116	10/16/2001	2,412,229 PENDING	47
42 - pharmaceutical research and development services, assay and screen development, compound screening, compound and chemical identification, and drug target identification and characterization				
UNITED STATES	Amo P(US) US 1	7/6/2001 74024.291	ALLOWED	1
01 - reagents and assays for scientific and research laboratory use in biological, chemical and environmental testing and for the screening of compounds				
UNITED STATES	Amo P(US) US 5	7/6/2001 74024.293	ALLOWED	5
05 - diagnostic reagents and assays for clinical medical laboratory use in biological, chemical and environmental testing and for the screening of compounds				
RE-ASTI (Filed as 3(1) Infiled to Use, September 2002)				
UNITED STATES	PV REASTI US 1	9/27/02 787168.392	PENDING	1
01 - AS REASTI - Reagents and assays for scientific and research laboratory use in biological, chemical and environmental testing and for the screening of compounds, suitable for use in the manufacture of pharmaceuticals, agricultural compounds and cosmetics				
UNITED STATES	PV REASTI US 5	9/27/02 787168.397	PENDING	5
05 - AS REASTI - Reagents and assays for clinical medical laboratory use in biological and environmental testing and for the screening of compounds				
RECI				
UNITED STATES	PV RECI US 1	3/4/1997 75751.874	10/20/1996	1
01 - AS RECI - Chemical and biological reagents for nuclear medicine, namely, cyclotron produced P-32 enzyme products				
UNITED STATES	PV RECI US 5	3/4/1997 75751.874	10/20/1996	5
05 - AS RECI - Chemical and biological reagents for medical diagnostic use, namely, cyclotron P-32 enzyme products				

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PART 1 of Section 3.8(a)(continued)

CANADA	Auto GBLAZ GAS	10/18/2000	1078833	04/8/2002	365 838 REGISTERED	5
	US - diagnostic reagents and assays for clinical medical laboratory use in biological and environmental testing and for the screening of compounds					
CANADA	Auto GBLAZ CATZ	10/18/2000	1078833	04/8/2002	365 838 REGISTERED	42
	42 - pharmaceutical research and development services, namely, assay and screen development, compound screening, compound and chemical identification, and drug development identification and characterization					
EUROPEAN UNION	Auto GBLAZ EUI	02/01/2000	1072288	10/23/2001	1872 808 REGISTERED	1
	01 - pharmaceutical research and development services, assay and screen development, compound screening, compound and chemical identification, and drug identification and characterization					
EUROPEAN UNION	Auto GBLAZ EUI5	02/01/2000	1872288	10/23/2001	1872 808 REGISTERED	5
	05 - diagnostic reagents and assays for clinical laboratory use in biological, chemical and environmental testing and for the screening of compounds					
EUROPEAN UNION	Auto GBLAZ EUIZ	02/01/2000	1872288	10/23/2001	1872 808 REGISTERED	42
	42 - pharmaceutical research and development services, assay and screen development, compound screening, compound and chemical identification, and drug identification and characterization					
JAPAN	Auto GBLAZ JPI	10/12/2000	2000 111358	08/17/2001	4,499 843 REGISTERED	1
	01 - AS MANUFACTURING & REGISTERED diagnostic reagents for use in pharmaceutical research and development (relating to pharmaceutical preparations AS THE reagents and assays for scientific and research laboratory use in biological, chemical and environmental testing and for the screening of compounds					
JAPAN	Auto GBLAZ JPI5	10/12/2000	2000 111358	08/17/2001	4,499 843 REGISTERED	5
	05 - AS MANUFACTURING & REGISTERED diagnostic reagents for use in medical diagnosis and analysis for clinical medical laboratory use in biological and environmental testing and for the screening of compounds					
JAPAN	Auto GBLAZ JPIZ	10/12/2000	2000 111358	08/17/2001	4,499 843 REGISTERED	42
	42 - AS MANUFACTURING & REGISTERED diagnostic reagents for use in medical diagnosis, research and development (relating to pharmaceutical preparations AS THE pharmaceutical research and development services, namely, assay and screen development, compound screening, compound and chemical identification, and drug development identification and characterization)					
UNITED STATES	Auto GBLAZ US1	04/17/2000	74028 479	06/11/2002	2,518 831 REGISTERED	1
	01 - reagents and assays for laboratory and research laboratory use in biological, chemical and environmental testing and for the screening of compounds					
UNITED STATES	Auto GBLAZ US5	04/17/2000	74028 479	06/11/2002	2,518 831 REGISTERED	5
	05 - diagnostic reagents and assays for laboratory use in biological, chemical and environmental testing and for the screening of compounds					

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PART I of Section 3.6(a)(continued)

COUNTRY	REFERENCE	FILED	APPR	REGD	REVS	STATUS	CLASSES
UNITED STATES	PV BECI 1151	12/21/1993	74765,007	03/16/93		1,099,548 REGISTERED	1
UNITED STATES	PV BECI 1155	12/21/1993	74765,007	02/19/96		1,098,548 REGISTERED	5
UNITED STATES	PV BECI 1159	12/21/1993	74665,007	03/18/96		1,098,548 REGISTERED	9
UNITED STATES (Assigned from Atlanta Biosciences to Jun-Yu)							
UNITED STATES	Auto CSEIS CAI	3/5/2001	1,091,801	PEI/11/01		1	1
UNITED STATES	Auto CSEIS CAS	3/5/2001	1,091,801	PEI/11/01		5	5
UNITED STATES	Auto CSEIS EU1	3/17/2001	2,124,485	5/13/2002		2,124,485 REGISTERED	1
UNITED STATES	Auto CSEIS EU2	3/17/2001	2,124,485	5/13/2002		2,124,485 REGISTERED	5
UNITED STATES	Auto CSEIS EU4	3/17/2001	2,124,485	5/13/2002		2,124,485 REGISTERED	42
UNITED STATES (continued)							
UNITED STATES	Auto CSEIS JPT	3/15/2001	2,124,485	PEI/11/01		1	1

BS06715

PART I of Section 1.6(a)(continued)

COUNTRY	REFERENCE	FILED	APPL#	ELCUT	REG#	STATUS	CLASSES
UNITED STATES	PV BCOH US1 61 - Chemical and Biological reagents for medical research use	2/4/1997	75251424	11/17/1998	2,703,572	REGISTERED	1
UNITED STATES	PV BCOH US5 05 - Chemical and Biological reagents for medical diagnostic use	3/4/1997	75251424	11/17/1998	2,703,572	REGISTERED	6
ITALY	PV BCOH US1 01 - AS FILED. LAM fluorescence reagents for use in research laboratories AS FILED fluorescence polarization detection	10/25/1993	74490174	7/4/1995	1,903,260	ABANDONED Cancelled Section 9(1)	1
UNITED STATES	PV BCOH US5 05 - AS FILED. Low fluorescence reagents for clinical medical use AS FILED low fluorescence reagents and closely related materials	10/25/1993	74490174	7/4/1995	1,903,260	ABANDONED Cancelled Section 9(1)	5
UNITED STATES	PV BCOH US8 08 - AS FILED. fluorescence polarization detection and analysis system equipment, and computer software for use therewith, for laboratory use AS FILED analysis system, analysis software, apparatus	10/25/1993	74490174	7/4/1995	1,903,260	ABANDONED Cancelled Section 9(1)	8
UNITED STATES	PV BCOH US1 01 - AS FILED. LAM fluorescence reagents for use in research laboratories	9/11/2002	76162870	PEILING			1
UNITED STATES	PV BCOH US5 05 - AS FILED. low fluorescence reagents for clinical medicine	9/11/2002	76162870	PEILING			5
UNITED STATES	PV BCOH US8 08 - AS FILED. fluorescence polarization detection and analysis system equipment, and computer software for use therewith, for laboratory use	9/11/2002	76162870	PEILING			8

US565715

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

VERTEX PHARMACEUTICALS
INCORPORATED

By: [Signature]
Name: Joshua Boger
Title: Chairman & CEO

PANVERA LLC

By: [Signature]
Name: Joshua Boger
Title: President

INVITROGEN CORPORATION

By: [Signature]
Name: John D. Thompson
Title: Vice President

[Signature page to Asset Purchase Agreement]