

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/01/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Immunivest Corporation		07/31/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Johnson & Johnson
Street Address:	One Johnson & Johnson Plaza
City:	New Brunswick
State/Country:	NEW JERSEY
Postal Code:	08933-7001
Entity Type:	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2865714	CELLTRACKS AUTOPREP SYSTEM
Registration Number:	2893420	CELLSPOTTER ANALYZER
Registration Number:	1352184	IMMUNICON
Registration Number:	3265611	EASYCOUNT
Registration Number:	2887654	MAGNEST
Registration Number:	2863734	CELLTRACKS
Registration Number:	3030137	AUTOPREP
Registration Number:	1124359	CELLTRAK
Registration Number:	3132519	IMMUNICON
Registration Number:	3360694	VIASURE
Registration Number:	3409217	CELLTRACKS ANALYZER II
Registration Number:	3447784	IMMUNICON PHARMA SERVICES

OP \$315.00 2865714

CORRESPONDENCE DATA

Fax Number: (202)842-8465  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-842-8800  
Email: dctrademarks@dbr.com, andrea.engel@dbr.com  
Correspondent Name: Mary Pat A. Weyback  
Address Line 1: Drinker Biddle & Reath LLP  
Address Line 2: 1500 K Street, N.W., Ste. 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	031139.6971G/427520
NAME OF SUBMITTER:	Andrea L. Engel
Signature:	/Andrea L. Engel/
Date:	08/15/2008

Total Attachments: 6  
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## ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS IMMUNIVEST CORPORATION, a Delaware corporation, with its principal office located at 3401 Masons Mill Road, Suite 100, Huntingdon Valley, PA 19006 (hereinafter referred to as "Assignor"), owns, leases, uses or licenses the right, title and interest in, to or under certain Trademark Rights (as defined below);

WHEREAS pursuant to, and upon the terms of, that certain Asset Purchase Agreement dated as of June 11, 2008 (as amended, modified and supplemented from time to time, the "Asset Purchase Agreement"), among Immunicon Corporation, a Delaware corporation (hereinafter referred to as the "Company"), as a debtor and debtor-in-possession under chapter 11 of title 11 of the United States Code, §§101, et seq. (as amended, the "Bankruptcy Code"), Assignor, a wholly owned Subsidiary of the Company, as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, IMMC Holdings, Inc., a Delaware corporation and a wholly owned Subsidiary of the Company, as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code and Immunicon Europe, Inc., a Delaware corporation and a wholly owned Subsidiary of the Company, as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, and Veridex, LLC, a Delaware limited liability company, with its principal office located at 1001 US Highway Route 202, North Raritan, NJ 08869 (hereinafter referred to as "Veridex"), Veridex agreed to acquire, directly or through one of its designated Affiliates, all right, title and interest in, to or under all Trademark Rights of Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.

SECTION 2. Assignment and Transfer. Assignor hereby assigns, on this 1st day of August 2008, to Johnson & Johnson, a New Jersey corporation, with a place of business at One Johnson & Johnson Plaza, New Brunswick, NJ 08933 (hereinafter referred to as "Assignee"), free and clear of all Liabilities (other than the Assumed Liabilities and Permitted Encumbrances), and Assignee hereby accepts Assignor's entire right, title and interest in, to or under certain trademarks and trademark applications identified in Schedule 1 attached hereto (the "Trademarks"), including without limitation:

(a) all trademarks, trademark rights, service marks, service mark rights, trade dress, logos, slogans, trade names, trade name rights, corporate names, Internet domain names and subdomains (including all website content associated therewith), and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, the "Trademark Rights");

(b) the benefit of all priority rights of the Trademarks;

(c) the right to seek and obtain registrations in other countries in respect of the Trademarks or any other trademark included in the Trademark Rights;

(d) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past, present or future) of the Trademarks or of the rights conferred by publication of the application for the same or of any other of the Trademark Rights; and

(e) any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of the Trademarks or of any other of the Trademark Rights, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment of Trademark Rights and sale had not been made.

SECTION 3. Rights. As of the execution of this Assignment of Trademark Rights, Assignee shall have all benefits, privileges, causes of actions and remedies arising out of or relating to the assigned Trademark Rights or the exploitation thereof, including without limitation the right to apply for and maintain all applications, registrations or renewals therefor, to sue for all past or future infringements thereof or other violations of any rights therein, and to settle and retain proceeds from any such action.

SECTION 4. General. (a) Notwithstanding any other provision herein, this Assignment of Trademark Rights shall not assign or be deemed to assign any Trademark or Trademark Right that is an Excluded Asset.

(b) Assignor agrees to execute, or to cause to be executed, any additional assignments of Trademark Rights or other documents that may be required in addition to the signing of this Assignment of Trademark Rights in order to transfer to Assignee the ownership of any Trademarks or other Trademark Rights in individual countries, including any trademark registrations or applications and otherwise, in order to effectuate the intent of this Assignment of Trademark Rights.

(c) This Assignment of Trademark Rights may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

(d) This Assignment of Trademark Rights, the Asset Purchase Agreement, the Confidentiality Agreement and the other Transaction Documents, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. None of the parties shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth in the Asset Purchase Agreement, the Confidentiality Agreement or the other Transaction Documents. In the event of a conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

(e) Neither the making nor the acceptance of this Assignment of Trademark Rights shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or Foreign

Implementing Agreement or constitute a waiver or release by any party to the Asset Purchase Agreement or Foreign Implementing Agreement of any Liabilities imposed thereby.

(f) This Assignment of Trademark Rights shall be governed by and construed and take effect in accordance with the law of the United States.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignor has caused its authorized representatives to hereunder set their hands on the date shown below, and Assignee has caused one of its officers to hereunder set his hand on the date shown below to signify, in each case, its acceptance of this Assignment of Trademark Rights.

IMMUNIVEST CORPORATION

By *Byron D. Hewitt*

Name:  
Title:

State of *Pennsylvania* )  
County of *Montgomery* ) ss:

On this *31* day of *July*, 2008 before me, a Notary Public in and for said county, appeared *Byron Hewitt*, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

*Joseph F. Aceto*

Notary Public

{NOTARIAL SEAL}

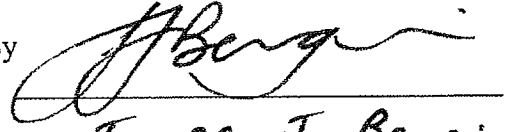
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Joseph F. Aceto, Notary Public  
Bryn Athyn Boro, Montgomery County  
My Commission Expires March 29, 2012  
Member, Pennsylvania Association of Notaries

*Immunivest Corporation Assignment of Trademark Rights*

TRADEMARK  
REEL: 003836 FRAME: 0276

JOHNSON & JOHNSON

By

A handwritten signature in cursive script, appearing to read "J. Bengir", written over a horizontal line.

James J. Bengir  
Assistant Secretary

*Assignment of Trademark Rights*

**TRADEMARK**  
**REEL: 003836 FRAME: 0277**

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark Name	Application Number	Filing Date	TM Registration #	Granted Date
<del>Cell Search</del>	<del>75/658,693</del>	<del>3/11/1999</del>	<del>2,395,028</del>	<del>10/17/2000</del>
CellTracks AutoPrep System	78/194,378	12/13/2002	2,865,714	7/20/2004
CellSpotter Analyzer	78/293526	8/28/2003	2,893,420	10/12/2004
<del>CellSave Preservative Tube logo</del>	<del>78/427746</del>	<del>6/1/2004</del>		
Immunicon	73/472,815	3/29/1984	1,352,184	7/30/1985
EasyCount	78/193,727	12/12/2002	3,265,611	17-Jul-07
Magnest	78/194,298	12/13/2002	2887654	9/21/2004
CellTracks	78/204,407	1/17/2003	Use (P): 2,863,734	7/13/2004
CellTracks	854920	9/22/2004	854920 Japan	9/24/2004
AUTOPREP	78/283,194	8/5/2003	3,030,137	12/13/2005
CELLTRAK	73/053760	5/30/1975	1124359	8/28/1979
<del>CELLTRACKS ANALYZER II</del>	<del>78/566619</del>	<del>2/14/2005</del>		
IMMUNICON	78/686487	8/4/2005	3,132,519	22-Aug-06
VIASURE	78/827101	3/2/2006	3,360,694	25-Dec-07
CELLTRACKS ANALYZER II	78/938240	7/26/2006	3,409,217	8-Apr-08
IMMUNICON PHARMA SERVICES	77/152900	10-Apr-07	2,447,784	17-Jun-08
Repeat Free	77/237597	24-Jul-07		
CELL VIABILITY YOU CAN COUNT ON	77/261,303	22-Aug-07		