

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
Dudley E. Lyons		01/01/2004	INDIVIDUAL: UNITED STATES
Victoria L. Trocki		01/01/2004	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Russell M. Jaffe		
Street Address:	14 Pidgeon Hill Drive, Suite 180		
City:	Sterling		
State/Country:	VIRGINIA		
Postal Code:	20165		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1652822	ELISA/ACT	
CORRESPONDENCE DATA			
Fax Number:	(202)785-7508		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 760-7704		
Email:	aspivak@mofo.com		
Correspondent Name:	Andrew N. Spivak		
Address Line 1:	1650 Tysons Boulevard, Fourth Floor		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	49079-24000.00		
NAME OF SUBMITTER:	Andrew N. Spivak		
Signature:	/Andrew N. Spivak/		

CH \$40.00 1652822

Date:

12/16/2008

Total Attachments: 7

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, made effective as of January 1, 2004 (the "Agreement"), is made by and among Dr. Russell M. Jaffe ("Jaffe"), Dudley E. Lyons, Trustee or his successors in trust under the Dudley E. Lyons Living Trust, dated June 4, 2002 ("Lyons") and Victoria Lyons Trocki ("Trocki"). Lyons and Trocki shall also be referred to herein collectively as the "Assignees."

WHEREAS, as of the date hereof Lyons and Trocki became members of RMJ Holdings, LLC ("RMJ Holdings") pursuant to that certain Amended and Restated Operating Agreement of RMJ Holdings, dated January 1, 2004; and

WHEREAS, simultaneous with, and as a part of, Lyons' and Trocki's investment in RMJ Holdings, Jaffe desires to assign and transfer to each of Lyons and Trocki a certain percentage of ownership rights regarding certain assets owned exclusively by Jaffe.

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

1. Definitions. The following terms used in this Agreement shall have the following meanings:

(a) "Assets" shall mean:

(i) all trade secrets, inventions, ideas, technology, works of authorship, discoveries, formulae, procedures, processes, know-how, documents, design specifications and all items, materials and knowledge necessary or useful for the creation, development, use, maintenance, enhancement and support of the EAB Business and/or the Products;

(ii) all trademarks, service marks, trade names, uniform resource locators (URLs) and domain names relating to or associated with the EAB Business and/or the Products including, without limitation, those trademarks, service marks and trade names identified on Exhibit A attached hereto, as well as any registrations thereof by any Federal, state or foreign government or applications therefor, and the goodwill associated with or appurtenant to the foregoing;

(iii) all patents and patent applications relating to or associated with the EAB Business and/or the Products including, without limitation, those patents and patent applications identified on Exhibit B attached hereto, as well as any registrations thereof by any Federal, state or foreign government or applications therefor, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for such patents (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any

and all other rights and interests arising out of, in connection with or in relation to such patents and patent applications and the goodwill associated with or appurtenant to the foregoing;

(iv) all compilations or lists of previous, present or prospective customers of the Products and/or the EAB Business;

(v) all registered and unregistered copyrights relating to or associated with the Products and/or the EAB Business, including the goodwill associated with or appurtenant to the foregoing; and

(vi) all other intellectual property rights throughout the world relating to or associated with the EAB Business and/or the Products and all goodwill thereto.

(b) “***EAB***” shall mean Elisa/Act Biotechnologies, LLC, a Delaware limited liability company, of which RMJ Holdings owns an 80% membership interest.

(c) “***EAB Business***” shall mean the current and future business of EAB which includes, but is not limited to, the business of creating, developing and selling products and services relating to the treatment of autoimmune diseases and immune dysfunction diseases.

(d) “***Products***” shall mean all current and future products, treatment plans and services created, developed or offered for sale by EAB.

2. Assignment of Assets to Lyons. In consideration of the investment by Lyons in RMJ Holdings, Jaffe hereby irrevocably assigns, transfers and conveys to Lyons, now and in the future, a Ten Percent (10%) ownership interest of Jaffe’s entire right, title and interest throughout the world, together with all benefits and privileges of, in and to, the Assets.

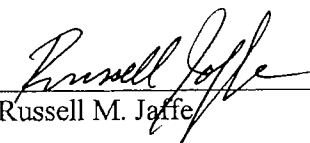
3. Assignment of Assets to Trocki. In consideration of the investment by Trocki in RMJ Holdings, Jaffe hereby irrevocably assigns, transfers and conveys to Trocki, now and in the future, a One Percent (1%) ownership interest of Jaffe’s entire right, title and interest throughout the world, together with all benefits and privileges of, in and to, the Assets.

4. Future Creations. Jaffe hereby acknowledges and agrees that the assignment of Assets set for in Sections 2 and 3 above includes all future creations, developments, inventions, trademarks, patents and other intellectual property rights relating to the EAB Business and the Products that are subsequently created or developed by Jaffe. In addition, the parties hereto agree that Exhibit A and Exhibit B, respectively, shall automatically be deemed to be updated for any additional trademarks or patents, and all applications therefor, relating to the EAB Business or the Products that are subsequently filed in the name of Jaffe. Notwithstanding the foregoing, the failure of the parties to update Exhibit A or Exhibit B shall not negate the first sentence of this Section 4.


5. Further Assurances. Jaffe hereby covenants and agrees to cooperate with the Assignees to perfect the transfer and assignment of and enjoy to the fullest extent the right, title and ownership interest of the Assets conveyed herein including, without limitation, signing the appropriate assignment documents to be filed with the U.S. Patent and Trademark Office and such other registration bodies throughout the world to further evidence the assignment of the Assets hereunder.
6. Ownership. Jaffe represents and warrants to the Assignees that Jaffe owns all right, title and interest in and to the Assets, free and clear of all liens and encumbrances and has the right and authority to assign the ownership interests in the Assets to Lyons and Trocki hereunder.
7. Negative Covenant. Jaffe, Lyons and Trocki each hereby covenants and agrees not to further restrict, encumber, dispose, sell, license or otherwise grant any right, title or interest in or to the Assets, or any portion thereof, without the prior written consent of the other parties hereto.
8. Royalties and License Fees. Lyons and Trocki each agree that to the extent that the Assets are licensed after the date hereof by the parties hereto to a third party licensee in consideration for royalties, license fees or other consideration ("Licensing Royalties"), that Lyons and Trocki each hereby waive, for the years 2004, 2005, 2006 and 2007, their right to receive any such Licensing Royalties for such licensing arrangement. Jaffe, Lyons and Trocki hereby agree that for the year 2008 and thereafter, that each party shall be entitled to receive a pro rata portion of any such Licensing Royalties based on each of their then-current percentage ownership in the Assets, which as of the date hereof is Jaffe, 89%; Lyons, 10%; and Trocki, 1%.
9. Entire Agreement; Assignment. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified nor any provisions waived except in a writing signed by the parties hereto. This Agreement may not be assigned by any party without the prior written consent of the other parties hereto.
10. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
11. Governing Law. This Agreement shall be governed by, enforceable under, and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each party below has caused this Assignment Agreement to be executed effective as of the date set forth above.

By: 
Dr. Russell M. Jaffe

ASSIGNEES:

By: 
Victoria Lyons Trocki

By: _____
Dudley E. Lyons, Trustee or his
successors in trust under the Dudley
E. Lyons Living Trust, dated June 4,
2002

IN WITNESS WHEREOF, each party below has caused this Assignment Agreement to be executed effective as of the date set forth above.

By: _____
Dr. Russell M. Jaffe

ASSIGNEES:

By: _____
Victoria Lyons Trocki

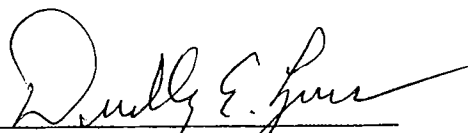
By: 
Dudley E. Lyons, Trustee or his
successors in trust under the Dudley
E. Lyons Living Trust, dated June 4,
2002

Exhibit A

Trademarks

Mark	Reg. / App. No.	Reg. / App. Date
ELISA/ACT	1,652,822	08/06/1991

Exhibit B

Patents

Patent Name	Patent/Application Number
Assay for Evaluation of Cellular Response to Allergens	6,632,622
Enzyme Assay and Assay Kit to Measure Cellular Activation	PCT/US90/06214; WO9106859
Enzyme Assay and Assay Kit to Measure Cellular Activation	2070408 (Canada)
Enzyme Assay and Assay Kit to Measure Cellular Activation	0497870 (European Patent Convention) - Great Britain; Spain; Sweden; Switzerland; Austria; France; Denmark; Belgium; Greece; Netherlands; Italy; Luxembourg; and New Zealand
Enzyme Assay and Assay Kit to Measure Cellular Activation	3014752 (Japan)
Enzyme Assay and Assay Kit to Measure Cellular Activation	194492 (Mexico)
Enzyme Assay and Assay Kit to Measure Cellular Activation	69032663.7 (Germany)