

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GlaxoSmithKline Biologicals Manufacturing S.A.		12/14/2007	CORPORATION: BELGIUM
RECEIVING PARTY DATA			
Name:	Biosynexus Incorporated		
Street Address:	9298 Gaither Road		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20877		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3210102	NOSOSTAPH	
Registration Number:	3221244	NOSOTEK	
CORRESPONDENCE DATA			
Fax Number:	(608)218-6910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(608)218-6900		
Email:	dapayne@casimirjones.com		
Correspondent Name:	Casimir Jones, S.C.		
Address Line 1:	440 Science Drive, Suite 203		
Address Line 4:	Madison, WISCONSIN 53711		
ATTORNEY DOCKET NUMBER:	BYSNEXUS-09521		
NAME OF SUBMITTER:	David A. Payne		
Signature:	/dap/		

CH \$65.00 3210102

Date:

07/16/2009

Total Attachments: 8

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ASSIGNMENT OF MARKS

This ASSIGNMENT OF MARKS (this "Assignment") is made as of this 17th day of December, 2007, by and among Biosynexus Incorporated, a Delaware corporation having a principal place of business at 9298 Gaither Road, Gaithersburg, Maryland 20877 ("Biosynexus"), on the one hand, and Glaxo Group Limited, a UK corporation having a principal place of business at 980 Great West Road, Brentford, Middlesex, TW8 9GS, United Kingdom, GlaxoSmithKline Biologicals Manufacturing S.A., a Belgian corporation having a principal place of business at Rue de L'Institut 89, Rixensart, B-1330, Belgium, and GlaxoSmithKline Biologicals S.A., a Belgian corporation having a principal place of business at Rue de L'Institut 89, Rixensart, B-1330, Belgium, on the other hand (together with their Affiliates, collectively, "GSK") (each, a "Party" and collectively, the "Parties").

WHEREAS, in connection with that certain Biosynexus/GSK Termination and Settlement Agreement dated as of August 2, 2007 (the "Agreement"), Biosynexus wishes to acquire from GSK, and GSK wishes to assign, transfer and convey to Biosynexus, the marks set forth on Schedule A, attached hereto and made part hereof, including the registrations and registration applications set forth on Schedule A (collectively, the "Marks"), together with the goodwill of the business associated with and symbolized by the Marks.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Section 1. **Conveyance and Acceptance of Marks.** Effective as of December 14, 2007, (a) GSK hereby assigns, transfers and conveys to Biosynexus, as successor to the business associated with the Marks, its entire right, title and interest in and to the Marks worldwide, including all registrations and registration applications relating to the Marks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, all rights to bring an action, whether at law or in equity, for infringement, dilution or misuse of the Marks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution or misuse of the Marks, and all goodwill of the business associated with and symbolized by the Marks; and (b) Biosynexus hereby accepts such assignment.

Section 2. **Further Acts.**

2.1 GSK shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done, at Biosynexus's expense, such further acts and things as may be necessary or as Biosynexus may reasonably request in order to fulfill the purposes and intent of this Assignment. Without limiting the foregoing, GSK shall deliver to Biosynexus a copy of all information contained within the trade mark file held by or on behalf of GSK for each of the Marks, including, if any, all documents reflecting first or current use of any of the Marks.

2.2 Following the effective date of this Assignment and subject to GSK's obligations set forth in Section 2.1, Biosynexus shall be responsible for the drafting, execution

and filing of any such further instruments, documents, assignments and agreements as may be necessary in order to fulfill the purposes and intent of this Assignment. GSK agrees to execute such documents as may be reasonably required by national trade mark registries in order to fulfill the purposes and intent of this Assignment. All and any costs in relation to assignment and recordal of change of ownership of the Marks including those incurred by GSK shall be borne by Biosynexus.

Section 3. Specific Disclaimer. BIOSYNEXUS ACKNOWLEDGES AND AGREES THAT THE MARKS ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

Section 4. Miscellaneous.

4.1 Each Party represents and warrants to the other Party that such Party (a) has the power and authority and the legal right to enter into this Assignment and perform its obligations hereunder and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Assignment and the performance of its obligations hereunder. This Assignment has been duly executed and delivered on behalf of such Party and constitutes a legal, valid and binding obligation of such Party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other applicable laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

4.2 Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense (and/or). The headings contained in this Assignment are intended for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Assignment or the intent of any provision contained in this Assignment. The term "including" as used herein shall mean including, without limiting the generality of any description preceding such term. The language in all parts of this Assignment shall be deemed to be the language mutually chosen by the Parties. The Parties and their counsel have cooperated in the drafting and preparation of this Assignment, and this Assignment therefore shall not be construed against either Party by virtue of its role as the drafter thereof. No drafts of this Assignment or any other similar or related document exchanged by the Parties prior to the date hereof shall be offered by a Party, nor shall any draft be admissible in any proceeding, to explain or construe this Assignment or for any other purpose.

4.3 This Assignment shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts executed and performed in such state, without giving effect to the conflicts of laws principles thereof to the extent such principles would require or permit the application of the Laws of another state. Each Party hereto agrees that any disputes under this Assignment shall be exclusively brought in federal or state court in the County of New York, State of New York, and each Party hereby waives any objection to personal jurisdiction or venue in that forum.

4.4 This Assignment and the Agreement constitute the entire agreement among the Parties relating to the subject matter hereof and supersede all previous writings and understandings. (For clarity, the Amended and Restated Collaborative Development and License Agreement by and between Biosynexus and Glaxo Group Limited dated as of April 5, 2004 shall not be superseded by this Assignment.) No terms or provisions of this Assignment shall be varied or modified by any prior or subsequent statement, conduct or act of either Party, except that the Parties may amend this Assignment by written instruments specifically referring to and executed in the same manner as this Assignment.

4.5 This Assignment may be executed in two (2) or more counterparts, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. This Assignment may be executed by facsimile signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures. This Assignment is deemed to be executed by the Parties hereto as of the date first above written.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.

GLAXO GROUP LIMITED

BIOSYNEXUS INCORPORATED

By: *Edgar B. Cale*
Name: Edgar B. Cale
Title: Attorney-in-Fact

By: _____
Name: Irwin Scher
Title: President and CEO

**GLAXOSMITHKLINE
BIOLOGICALS S.A.**

By: *Dubru Denis*
Name: DUBRU DENIS
Title: DIRECTOR


By: *Fabrice Enderlin*
Name: Fabrice Enderlin
Title: Director

**GLAXOSMITHKLINE BIOLOGICALS
MANUFACTURING S.A.**

By: *Dubru Denis*
Name: DUBRU DENIS
Title: DIRECTOR

By: *Fabrice Enderlin*
Name: Fabrice Enderlin
Title: Director

Vincent VRONINKS, associate notary public
at Ixelles (Brussels), hereby certifies that this (these)
is (are) the authentic signature(s) of Mr Denis
Dubru et M^{re} Fabrice Enderlin
Brussels, 13/12/07

[Signature]


[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.

GLAXO GROUP LIMITED

By: _____
Name: Edgar B. Cale
Title: Attorney-in-Fact

BIOSYNEXUS INCORPORATED

By: Irwin Scher
Name: Irwin Scher
Title: President and CEO

**GLAXOSMITHKLINE
BIOLOGICALS S.A.**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**GLAXOSMITHKLINE BIOLOGICALS
MANUFACTURING S.A.**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

State of Maryland
County of Montgomery

Subscribed and sworn to (or affirmed) before me on this 14 day of December, 2007, by Irwin Scher, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature Benie J. Duval

NOTARY PUBLIC

In witness hereof I hereunto set my
hand and official seal.
Notary Public
Montgomery County, MD
My Appointment expires 3/28/09

Schedule A

MARKS

Country Name	Mark	Registration No./ Application No.	Registrant/ Applicant	Status
Canada	NOSONATE	Appl. No. 122108800	GlaxoSmithKline Biologicals S.A.	ALLOWED
Canada	NOSOTEK	Appl. No. 122108900	GlaxoSmithKline Biologicals S.A.	ALLOWED
Canada	NOSOSTAPH	Appl. No. 122108100	GlaxoSmithKline Biologicals S.A.	ALLOWED
Canada	PREMABTEC	Appl. No. 122108700	GlaxoSmithKline Biologicals S.A.	ALLOWED
European Community	NOSONATE	Reg. No. 3771474	GlaxoSmithKline Biologicals S.A.	REGISTERED
European Community	NOSOTEK	Reg. No. 3607256	GlaxoSmithKline Biologicals Manufacturing S.A.	REGISTERED
European Community	NOSOSTAPH	Reg. No. 3607231	GlaxoSmithKline Biologicals Manufacturing S.A.	REGISTERED
European Community	PREMABTEC	Reg. No. 3771491	GlaxoSmithKline Biologicals S.A.	REGISTERED
United Kingdom	NOSONATE	Reg. No. 2347069	GlaxoSmithKline Biologicals S.A.	REGISTERED
United Kingdom	NOSOTEK	Reg. No. 2339864	GlaxoSmithKline Biologicals Manufacturing S.A.	REGISTERED
United Kingdom	NOSOSTAPH	Reg. No. 2339863	GlaxoSmithKline Biologicals Manufacturing S.A.	REGISTERED
United Kingdom	PREMABTEC	Reg. No. 2347066	GlaxoSmithKline Biologicals S.A.	REGISTERED
United States	NOSONATE	Appl No. 78409230	GlaxoSmithKline Biologicals S.A.	PUBLISHED
United States	NOSOTEK	Reg. No. 3221244	GlaxoSmithKline Biologicals Manufacturing S.A.	REGISTERED

Country Name	Mark	Registration No./ Application No.	Registrant/ Applicant	Status
United States	NOSOSTAPH	Reg. No. 3210102	GlaxoSmithKline Biologicals Manufacturing S.A.	REGISTERED
United States	PREMABTEC	Reg. No. 3108654	GlaxoSmithKline Biologicals S.A.	REGISTERED
United States	PREMABTEC	Appl. No. 78427930	GlaxoSmithKline Biologicals S.A.	PUBLISHED