

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Genzyme Corporation		11/30/2010	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Esoterix Genetic Laboratories, LLC
<b>Street Address:</b>	531 South Spring Street
<b>City:</b>	Burlington
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27215
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2891282	AFP3
Registration Number:	2467442	AFP4
Registration Number:	3144571	BRINGING THE BEST OF SCIENCE TO YOUR WORK
Registration Number:	3101784	CFPLUS
Registration Number:	1906170	COMMITTED TO LEADERSHIP IN GENETIC SERVICES
Registration Number:	2928297	FIRSTSCREEN
Registration Number:	3248860	GOLD CONNECT
Registration Number:	3251646	GSOURCE
Registration Number:	2978516	ICIS
Registration Number:	1832478	INSIGHT
Registration Number:	3845613	ISCOPE
Registration Number:	3609976	MYTESTINGOPTIONS
Serial Number:	85144114	REVEAL

OP \$340.00 2891282

CORRESPONDENCE DATA

Fax Number: (336)607-7500  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 336-607-7300  
Email: wstrademarks@kilpatrickstockton.com  
Correspondent Name: William M. Bryner  
Address Line 1: 1001 West Fourth Street  
Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER:	57618-392732
NAME OF SUBMITTER:	William M. Bryner
Signature:	/William M. Bryner/
Date:	01/20/2011

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is dated as of November 30, 2010, and is made from Genzyme Corporation, a Massachusetts corporation (“Seller”) (the “Assignor”), to Esoterix Genetic Laboratories, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, the Assignor has adopted and used and is using in commerce the marks set forth in the attached Schedule A (collectively the “Marks”); and

WHEREAS, Assignor and Laboratory Corporation of America Holdings, a Delaware corporation (“LabCorp”) are parties to an Asset Purchase Agreement dated as of September 13, 2010 (the “Purchase Agreement”); and

WHEREAS, LabCorp assigned its rights and obligations under the Purchase Agreement to Assignee; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to Assignee the Marks and all of the goodwill associated with the Marks;

WHEREAS, Assignee is a successor to the ongoing and existing business of Assignor relating to the Marks;

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

1. Assignment of Rights. The Assignor hereby assigns to Assignee all rights, title, and interests in and to the Marks worldwide, including without limitation the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all common law rights in the Marks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for past infringement of the Marks, and all records and files exclusively relating to the Marks.

2. Further Assurances. The Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Trademark Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means.

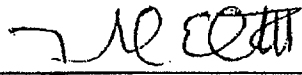
3. Recordation. The Assignor hereby requests the U.S. Trademark Office and the relevant trademark authority in any other country throughout the world to record this Trademark Assignment to Assignee. The Assignor hereby further authorizes and requests the U.S. Trademark Office and any relevant trademark authority throughout the world to issue any and all trademark registrations resulting from the applications assigned hereunder to Assignee, or its successors and assigns, as assignee of the Assignor’s entire interest therein and all goodwill symbolized thereby.

4. General. This Trademark Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns, but will not run to the benefit of or be enforceable by any other person. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original and binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. This Trademark Assignment will be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles.

(The remainder of this page has been intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have executed, made and entered into this Trademark Assignment as of the date first set forth above.

ESOTERIX GENETIC LABORATORIES, LLC

By:   
Name: F. Samuel Eberts III  
Title: President

Signature Page to Trademark Assignment



IN WITNESS WHEREOF, the parties have executed, made and entered into this Trademark Assignment as of the date first set forth above.

GENZYME CORPORATION

By: 

Name: Thomas J. DesRosier

Title: Senior Vice President and Chief Legal Officer

Signature Page to Trademark Assignment

TRADEMARK  
REEL: 004457 FRAME: 0652

**Registered Trademarks and Trademark Applications Owned by Genzyme and Exclusively Used or Held  
for Use in Business**

Trademark	Country	Reg. No.	Appln. No.	Filing Date	Reg. Date
AFP <sup>3</sup>	Japan	4460388	057955	10-Jun-1994	16-Mar-2001
AFP <sup>3</sup>	USA	2891282	78/262,243	13-Jun-2003	05-Oct-2004
AFP <sup>4</sup> (stylized)	USA	2467442	75/912,906	08-Feb-2000	10-Jul-2001
BRINGING THE BEST OF SCIENCE TO YOUR WORK	USA	3144571	78/592,128	22-Mar-2005	19-Sep-2006
CFplus (stylized)	USA	3101784	78/424,343	25-May-2004	06-Jun-2006
COMMITTED TO LEADERSHIP IN GENETIC SERVICES	USA	1906170	74/552,288	22-Jul-1994	18-Jul-1995
FIRSTSCREEN	USA	2928297	78/262,267	13-Jun-2003	22-Feb-2005
GOLD CONNECT	USA	3248860	77/022,539	17-Oct-2006	05-Jun-2007
gSOURCE	USA	3251646	78/945,266	04-Aug-2006	12-Jun-2007
ICIS	USA	2978516	78/208,430	29-Jan-2003	26-Jul-2005
IDENICS	JP	4275424	H09-117837	19-May-1997	21-May-1999
INSIGHT	USA	1832478	74/148,725	18-Mar-1991	19-Apr-1994
iScope (stylized)	USA	3845613	77/311,100	23-Oct-2007	07-Sep-2010
MYTESTINGOPTIONS	USA	3609976	77/407,009	27-Feb-2008	21-Apr-2009
REVEAL	USA	Pending	88/144,114	04-Oct-2010	