

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cypress Bioscience, Inc.		10/08/2010	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Exagen Diagnostics, Inc.		
<b>Street Address:</b>	801 University Blvd SE		
<b>Internal Address:</b>	Suite #103		
<b>City:</b>	Albuquerque		
<b>State/Country:</b>	NEW MEXICO		
<b>Postal Code:</b>	87106		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77336717	CB-CAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)913-0002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3129130001		
<b>Email:</b>	harper@mbhb.com		
<b>Correspondent Name:</b>	McDonnell Boehnen Hulbert & Berghoff LLP		
<b>Address Line 1:</b>	300 South Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	11-211		
<b>NAME OF SUBMITTER:</b>	David Harper		
<b>Signature:</b>	/David Harper/		

CH \$40.00 77336717

900181963

**TRADEMARK**  
 REEL: 004458 FRAME: 0413



source=Cypress-Exagen assignment for TRADEMARKS#page53.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page54.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page55.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page56.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page57.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page58.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page59.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page60.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page61.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page62.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page63.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page64.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page65.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page66.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page67.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page68.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page69.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page70.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page71.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page72.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page73.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page74.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page75.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page76.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page77.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page78.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page79.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page80.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page81.tif  
source=Cypress-Exagen assignment for TRADEMARKS#page82.tif

---

**ASSET PURCHASE AGREEMENT**

between:

**CYPRESS BIOSCIENCE, INC.,**  
a Delaware corporation;

**PROPRIUS, INC.,**  
a Delaware corporation;

and

**EXAGEN DIAGNOSTICS, INC.,**  
a Delaware corporation

---

Dated as of October 8, 2010

---

**TABLE OF CONTENTS**

	<b>PAGE</b>
1. SALE AND PURCHASE OF ASSETS; RELATED TRANSACTIONS.....	1
1.1 Sale and Purchase of Assets.....	1
1.2 Excluded Assets.....	2
1.3 Purchase Price.....	3
1.4 Tax Matters; Allocation of Purchase Price.....	4
1.5 Security and Subordination Agreements; Ancillary Agreements.....	5
1.6 Closing.....	5
1.7 Diligence Obligations.....	6
1.8 Records; Audits; Reports.....	6
1.9 Acceleration of Payment.....	8
1.10 Assumption of Obligations in Change of Control.....	9
1.11 Late Payments.....	9
2. REPRESENTATIONS AND WARRANTIES OF SELLER AND SUBSIDIARY.....	9
2.1 Title to Assets.....	9
2.2 Patents and Know-How.....	9
2.3 Contracts; Real Property Leases; Equipment; Certain Materials.....	10
2.4 Compliance with Legal Requirements.....	11
2.5 Regulatory Matters.....	12
2.6 Employee Matters.....	12
2.7 Certain Liabilities.....	12
2.8 Legal Proceedings.....	13
2.9 Authority; Binding Nature of Agreement.....	13
2.10 Non-Contravention; Consents.....	13
2.11 Financial Statements for the Diagnostic Business.....	13
2.12 Absence of Changes.....	14
2.13 Sufficiency of Assets.....	14
3. REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	14
3.1 Due Organization.....	14
3.2 Financial Statements.....	14
3.3 Absence of Changes.....	14

**TABLE OF CONTENTS  
(CONTINUED)**

	<b>PAGE</b>
3.4 Authority; Binding Nature of Agreement.....	15
3.5 Non-Contravention; Consents.....	15
3.6 Availability of Funds .....	15
4. PRE-CLOSING COVENANTS .....	15
4.1 Access .....	15
4.2 Conduct of Diagnostic Business .....	16
4.3 Consents.....	16
4.4 Conditions.....	16
5. OTHER COVENANTS.....	16
5.1 Consents; Releases.....	16
5.2 Employment Matters.....	16
5.3 Use of Names and Trademarks.....	17
5.4 Promotion at ACR Meeting .....	17
5.5 Receipt of Monies or Other Assets.....	17
5.6 Payment of Rents, Utilities, Vendor Accounts and Other Operating Expenses .....	17
5.7 Federal Express Account .....	18
5.8 Procedures Relating to Accounts Receivable; Payment of Royalties.....	18
5.9 Security Interest in Intellectual Property Collateral.....	19
5.10 Negative Covenants .....	20
5.11 Intellectual Property Assignments .....	20
6. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE.....	20
6.1 Accuracy of Representations .....	20
6.2 Performance of Covenants.....	20
6.3 Additional Documents .....	21
6.4 No Restraints.....	21
6.5 Consents.....	21
7. CONDITIONS PRECEDENT TO SELLER'S AND SUBSIDIARY'S OBLIGATION TO CLOSE.....	21
7.1 Accuracy of Representations .....	21
7.2 Performance of Covenants.....	21

**TABLE OF CONTENTS**  
**(CONTINUED)**

		<b>PAGE</b>
	7.3 Delivery of Consideration.....	21
	7.4 Additional Documents .....	21
	7.5 No Restraints.....	22
	7.6 Consents.....	22
	7.7 Senior Lienholder.....	22
8.	TERMINATION .....	22
	8.1 Right to Terminate Agreement .....	22
	8.2 Termination Procedures .....	23
	8.3 Effect of Termination.....	23
9.	INDEMNIFICATION.....	23
	9.1 Survival of Seller and Subsidiary Representations; Indemnification by Seller .....	23
	9.2 Survival of Purchaser Representations; Indemnification by Purchaser .....	25
	9.3 Indemnification Procedure.....	26
10.	MISCELLANEOUS .....	27
	10.1 Time of Essence.....	27
	10.2 No Other Representations.....	27
	10.3 Knowledge; Materiality .....	28
	10.4 Access of Seller to Books and Records Related to the Diagnostic Business or Assets.....	28
	10.5 Governing Law .....	28
	10.6 Venue and Jurisdiction.....	28
	10.7 Notices .....	28
	10.8 Public Announcements .....	29
	10.9 Assignment .....	29
	10.10 Parties in Interest.....	29
	10.11 Severability .....	29
	10.12 Entire Agreement.....	30
	10.13 Waiver.....	30
	10.14 Amendments .....	30
	10.15 Counterparts.....	30

**TABLE OF CONTENTS  
(CONTINUED)**

	<b>PAGE</b>
10.16 Interpretation of Agreement.....	30
10.17 No Setoff.....	30
10.18 Further Assurances.....	31



## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is being entered into as of October 8, 2010, by and between: CYPRESS BIOSCIENCE, INC., a Delaware corporation ("*Seller*"); PROPRIUS, INC., a Delaware corporation and wholly-owned subsidiary of Seller ("*Subsidiary*"); and EXAGEN DIAGNOSTICS, INC., a Delaware corporation ("*Purchaser*"). Seller and Subsidiary, on the one hand, and Purchaser, on the other hand, are referred to collectively in this Agreement as the "*Parties*." Certain other capitalized terms used in this Agreement are defined in Exhibit A.

### RECITAL

Seller and Subsidiary are in the business (among other businesses) of developing and marketing diagnostic and drug products. Seller and Subsidiary wish to sell and the Purchaser wishes to purchase the Diagnostic Business, and the Parties wish to provide for such purchase and certain related transactions, on the terms and subject to the conditions and other provisions set forth in this Agreement.

### AGREEMENT

The Parties, intending to be legally bound, agree as follows:

#### I. SALE AND PURCHASE OF ASSETS; RELATED TRANSACTIONS.

**1.1 Sale and Purchase of Assets.** On the terms and subject to the conditions and other provisions set forth in this Agreement, at the Closing, Seller and Subsidiary hereby sell, assign and transfer to Purchaser, and Purchaser hereby purchases from Seller and Subsidiary, all of the following (which, subject to Section 1.2, are referred to in this Agreement as the "*Assets*");

(a) all of Seller's and Subsidiary's rights and interests as of the Closing Date in and to the Patents;

(b) all of Seller's and Subsidiary's rights and interests as of the Closing Date in and to the Trademarks;

(c) all of Seller's and Subsidiary's rights and interests as of the Closing Date in and to the Know-How;

(d) all of Seller's and Subsidiary's rights as of the Closing Date under the Contracts, including the right to the security deposit held by the landlord pursuant to the lease for the Facility;

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Excluded Assets** [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Purchase Price

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Tax Matters: Allocation of Purchase Price**

[REDACTED]

[Redacted]

[Redacted]

**Security and Subordination Agreements; Auxiliary Agreements**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Closing**  
[Redacted]

[Redacted]

**Diligence Obligations**

[Redacted]

**Records, Audits, Reports**

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Acceleration of Payment**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

**Assumption of Obligations in Change of Control**

[REDACTED]

**Late Payments**

[REDACTED]

**REPRESENTATIONS AND WARRANTIES OF SELLER AND SUBSIDIARY**

[REDACTED]

**Title to Assets**

[REDACTED]

**Patents and Know-How**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

● **Contracts, Real Property Leases, Equipment, Certain Materials**

[REDACTED]

[REDACTED]

[Redacted text]

**Compliance with Legal Requirements**

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Regulatory Matters**

[REDACTED]

[REDACTED]

**Employee Matters**

[REDACTED]

**Certain Liabilities**

[REDACTED]

[Redacted]

**Legal Proceedings**

[Redacted]

**Authority; Binding Nature of Agreement**

[Redacted]

**Non-Contravention; Consents**

[Redacted]

**Financial Statements for the Diagnostic Business**

[Redacted]

[REDACTED]

[REDACTED]

**Absence of Changes**  
[REDACTED]

**Sufficiency of Assets**  
[REDACTED]

**REPRESENTATIONS AND WARRANTIES OF PURCHASER**  
[REDACTED]

**Due Organization**  
[REDACTED]

**Financial Statements**  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Absence of Changes**  
[REDACTED]

**Authority: Binding Nature of Agreement**

[Redacted text block]

**Non-Contravention: Consents**

[Redacted text block]

**Availability of Funds**

[Redacted text block]

**PRE-CLOSING COVENANTS**

**Access**

[Redacted text block]

[REDACTED]

**Conduct of Diagnostic Business**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Consents**

[REDACTED]

**Conditions**

[REDACTED]

**OTHER COVENANTS**

**Consents: Releases**

[REDACTED]

**Employment Matters**

[REDACTED]



[REDACTED]

**Use of Names and Trademarks**

[REDACTED]

**Promotion of ACR Meeting**

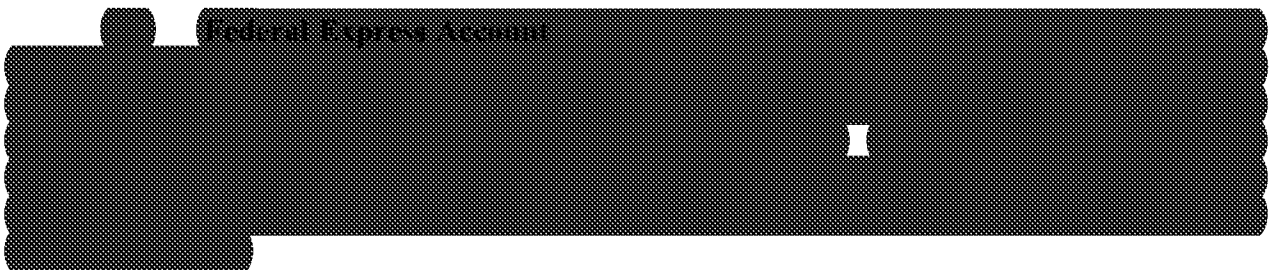
[REDACTED]

**Receipt of Monies or Other Assets**

[REDACTED]

**Payment of Rents, Utilities, Vendor Accounts and Other Operating Expenses**

[REDACTED]



Federal Express Account



Procedures Relating to Accounts Receivable; Payment of Royalties

[REDACTED]

● **Security Interest in Intellectual Property Collateral**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Negative Covenants.**

[REDACTED]

**Intellectual Property Assignments**

[REDACTED]

**CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE**

[REDACTED]

**Accuracy of Representations**

[REDACTED]

**Performance of Covenants**

[REDACTED]

Additional Documents

[Redacted]

[Redacted]

[Redacted]

[Redacted]

No Restraints

[Redacted]

Consents

CONDITIONS PRECEDENT TO SELLER'S AND SUBSIDIARY'S OBLIGATION TO CLOSE

[Redacted]

Accuracy of Representations

[Redacted]

Performance of Covenants

[Redacted]

Delivery of Consideration

[Redacted]

Additional Documents

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**No Restraints**  
[Redacted]

**Consents**  
[Redacted]

**Senior Lienholder**  
[Redacted]

**TERMINATION**

**Right to Terminate Agreement**  
[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Termination Procedures**  
[Redacted]

**Effect of Termination**  
[Redacted]

**INDEMNIFICATION**

**Survival of Seller and Subsidiary Representations; Indemnification by Seller**

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Survival of Purchaser Representations; Indemnification by Purchaser**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

● Indemnification Procedure

[REDACTED]

● [REDACTED]

● [REDACTED]

● [REDACTED]

● [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**MISCELLANEOUS**

**Time of Essence** [REDACTED]

**No Other Representations** [REDACTED]

Knowledge; Materiality

[Redacted text block]

Access of Seller to Books and Records Related to the Diagnostic Business or Assets

[Redacted text block]

Governing Law

[Redacted text block]

Venue and Jurisdiction

[Redacted text block]

Notices

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Public Announcements**

[Redacted]

**Assignment**

[Redacted]

**Parties in Interest**

[Redacted]

**Severability**

[Redacted]

Entire Agreement

[Redacted text block]

Waiver

[Redacted text block]

Amendments

[Redacted text block]

Counterparts

[Redacted text block]

Interpretation of Agreement

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

No Setoff

[Redacted text block]


[Redacted]

**Further Assurances**  
[Redacted]

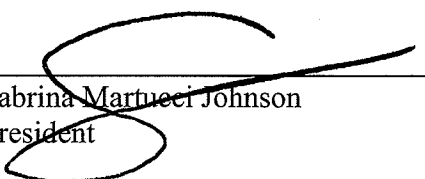
[Redacted]

The Parties have caused this Asset Purchase Agreement to be executed as of the date first written above.

**CYPRESS BIOSCIENCE, INC.**

By:   
Name: Jay D. Kranzler  
Title: Chairman and Chief Executive Officer

**PROPRIUS, INC.**

By:   
Name: Sabrina Martucci Johnson  
Title: President

**EXAGEN DIAGNOSTICS, INC.**

By: \_\_\_\_\_  
Name: Scott L. Glenn  
Title: Chairman and Chief Executive Officer



The Parties have caused this Asset Purchase Agreement to be executed as of the date first written above.

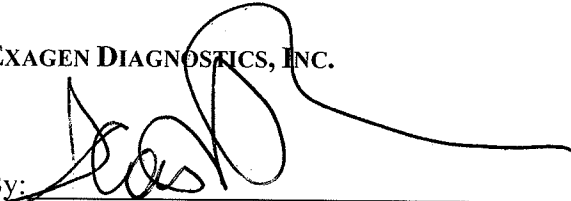
**CYPRESS BIOSCIENCE, INC.**

By: \_\_\_\_\_  
Name: Jay D. Kranzler  
Title: Chairman and Chief Executive Officer

**PROPRIUS, INC.**

By: \_\_\_\_\_  
Name: Sabrina Martucci Johnson  
Title: President

**EXAGEN DIAGNOSTICS, INC.**

By:  \_\_\_\_\_  
Name: Scott L. Glenn  
Title: Chairman and Chief Executive Officer

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

**TRADEMARK**  
**REEL: 004458 FRAME: 0453**

EXHIBIT A  
CERTAIN DEFINITIONS

[Redacted text block containing multiple paragraphs of obscured content]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Large redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

“Trademarks” mean the trademark registrations identified on Schedule 4.

[REDACTED]

**TABLE OF EXHIBITS AND SCHEDULES**

Exhibit A.....Certain Definitions  
Exhibit B.....Form of Intellectual Property Security Agreement  
Exhibit C.....Subordination Agreement  
Exhibit D.....Consent to Assignment  
Exhibit E.....Assignment and Assumption of Lease Agreements  
Exhibit F.....Assignment and Assumption Agreement  
Exhibit G.....Press Release

Schedule 1.....Contracts  
Schedule 2.....Patents  
Schedule 3.....Equipment  
Schedule 4.....Trademarks  
Schedule 5.....Consents to be Obtained  
Schedule 5.6(a).....Listed Vendor Accounts  
Schedule 5.6(b).....Operating Costs and Expenses  
Schedule 5.8.....Procedures Relating to Accounts Receivable  
Schedule 6.....Specified Employees

**SCHEDULE 1**

**Contracts**

1. See attached.

SCH 1-1  
Contracts





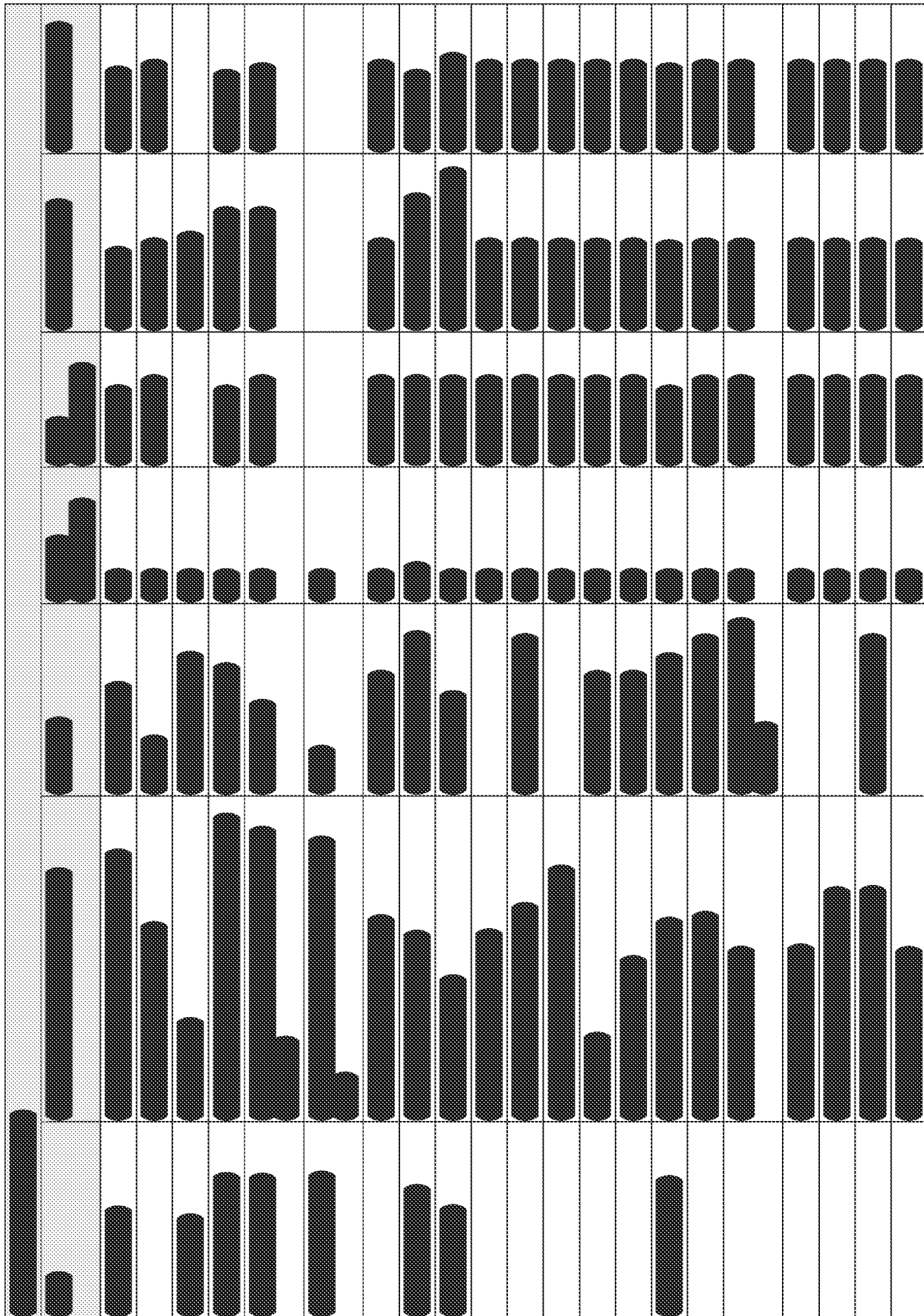






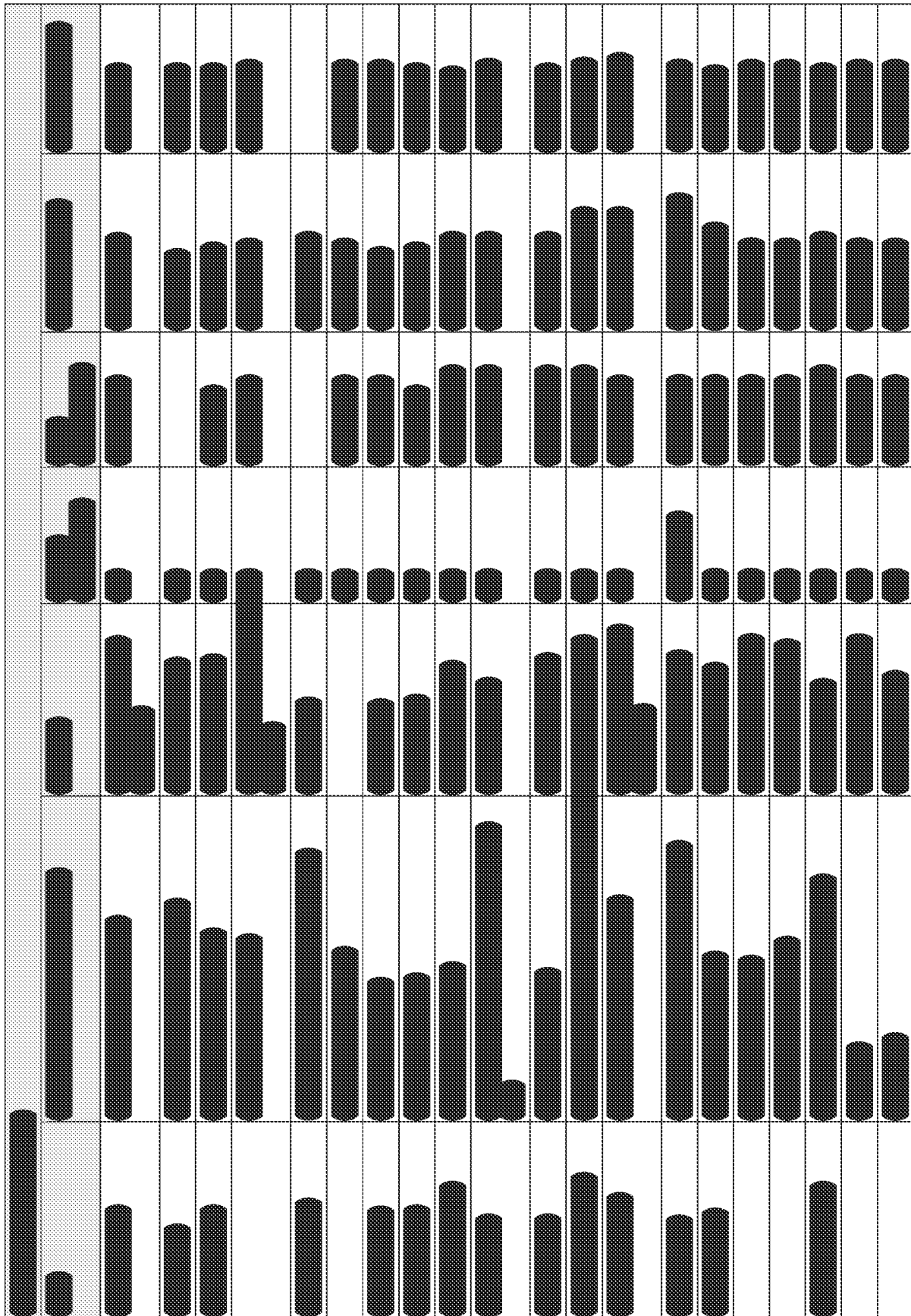
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

SCH 1-6  
Contracts



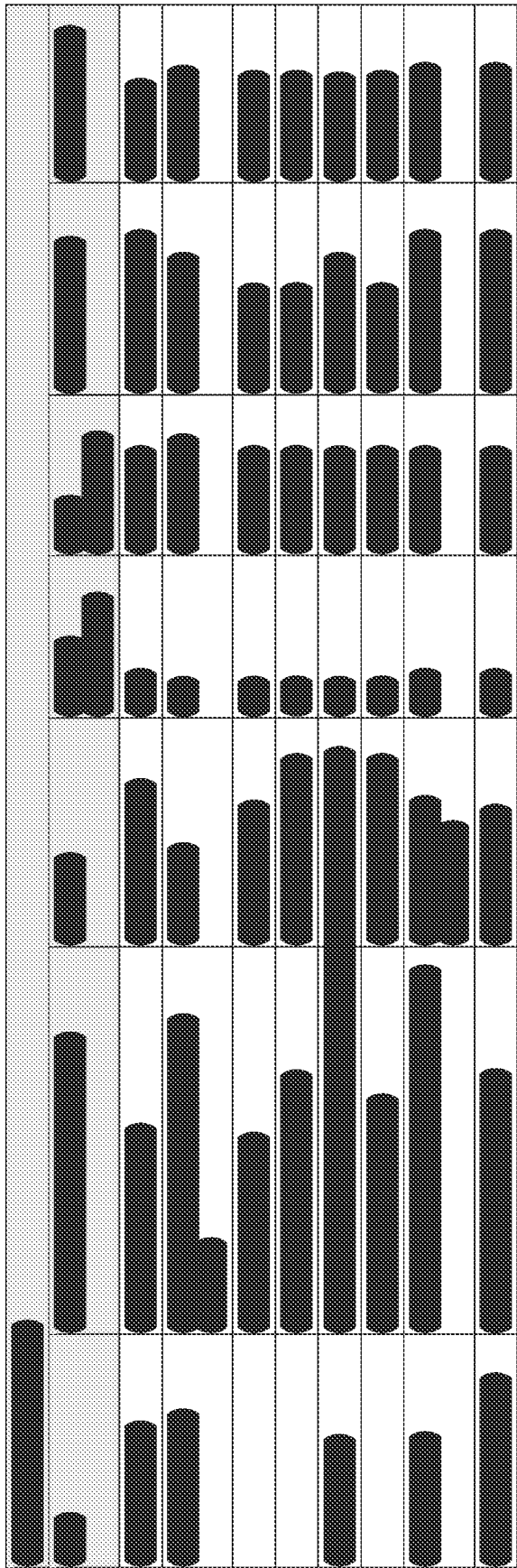
SCH 1-7  
Contracts

688616 v6/SD



SCH 1-8  
Contracts

688616 v6/SD



SCH 1-9  
Contracts

688616 v6/SD

SCH 1-10  
Contracts

688616 v6/SD



SCH 1-12  
Contracts

688616 v6/SD

License Agreements

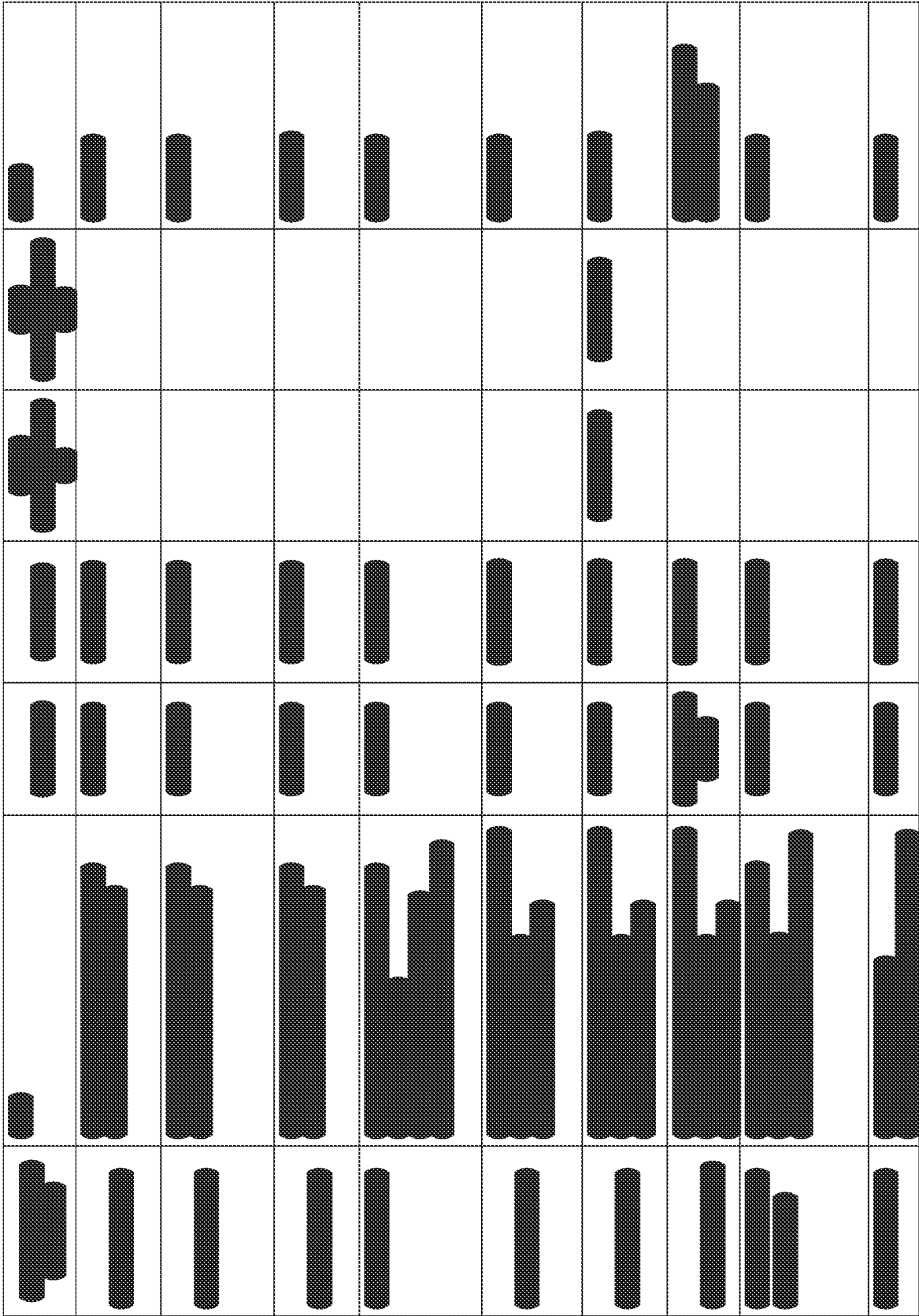
[REDACTED]

SCH 1-13  
Contracts



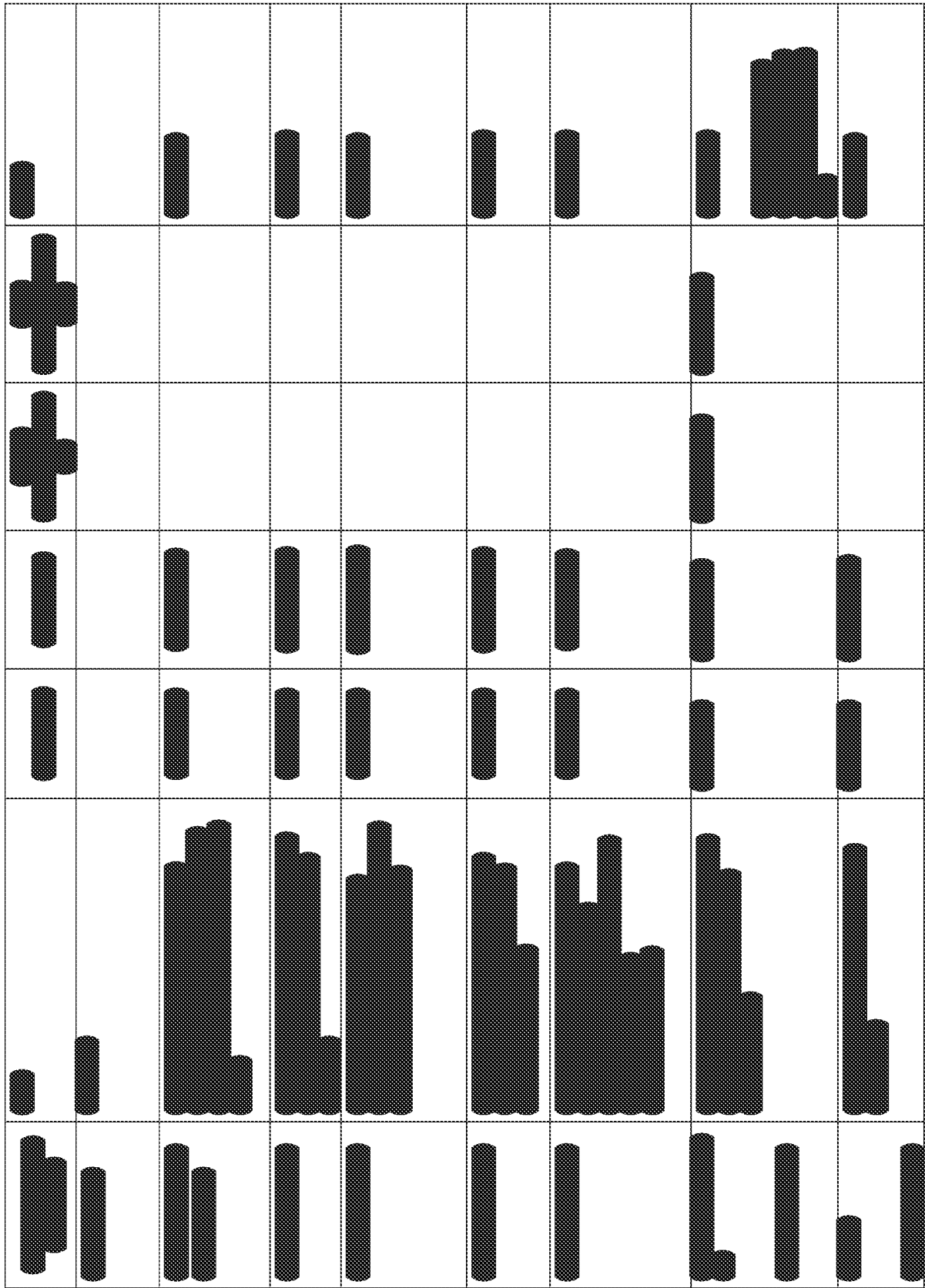


SCH 2-1  
Patents



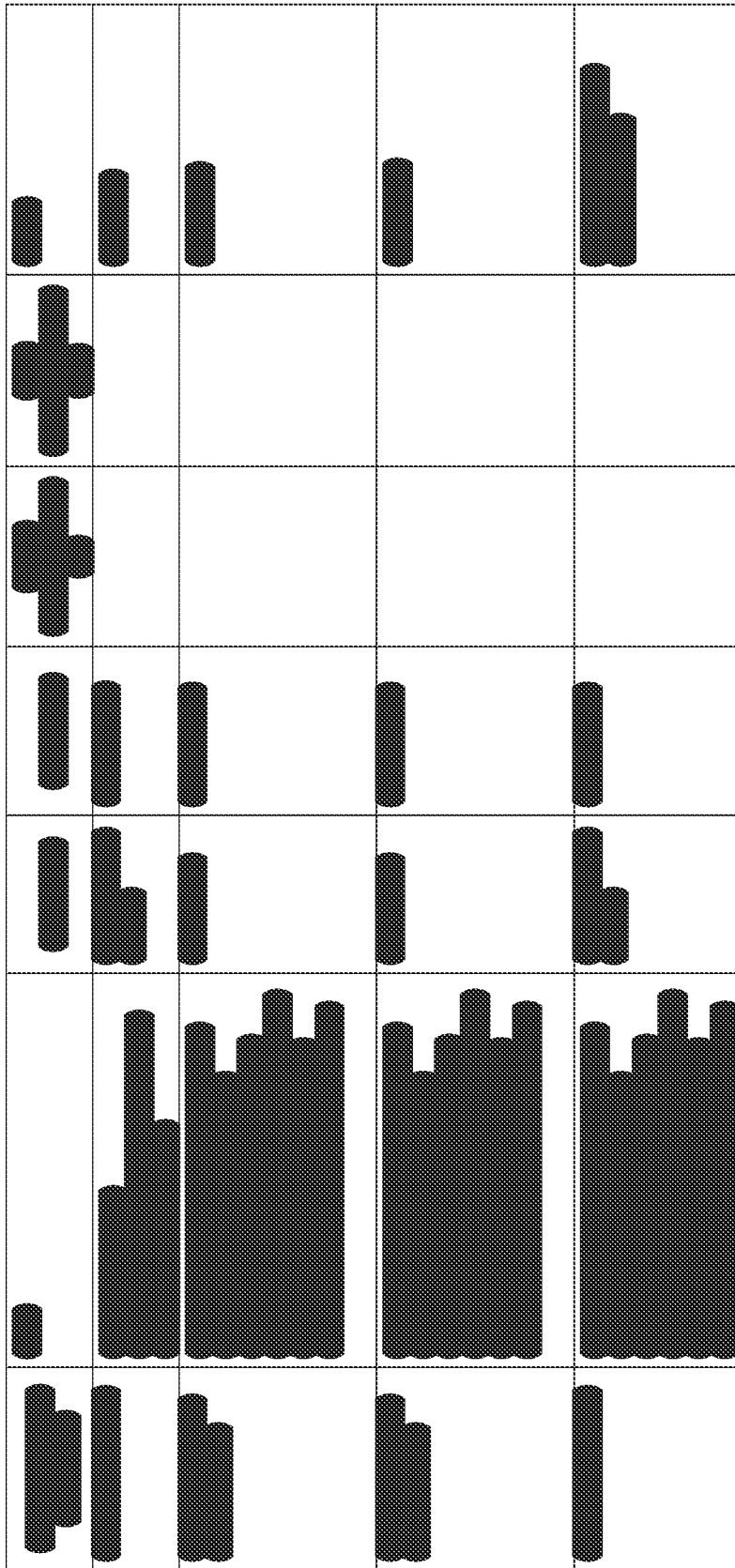
SCH 2-1  
Patents

688616 v6/SD



SCH 2-2  
Patents

688616 v6/SD



SCH 2-3  
Patents

688616 v6/SD

SCHEDULE 3

Equipment

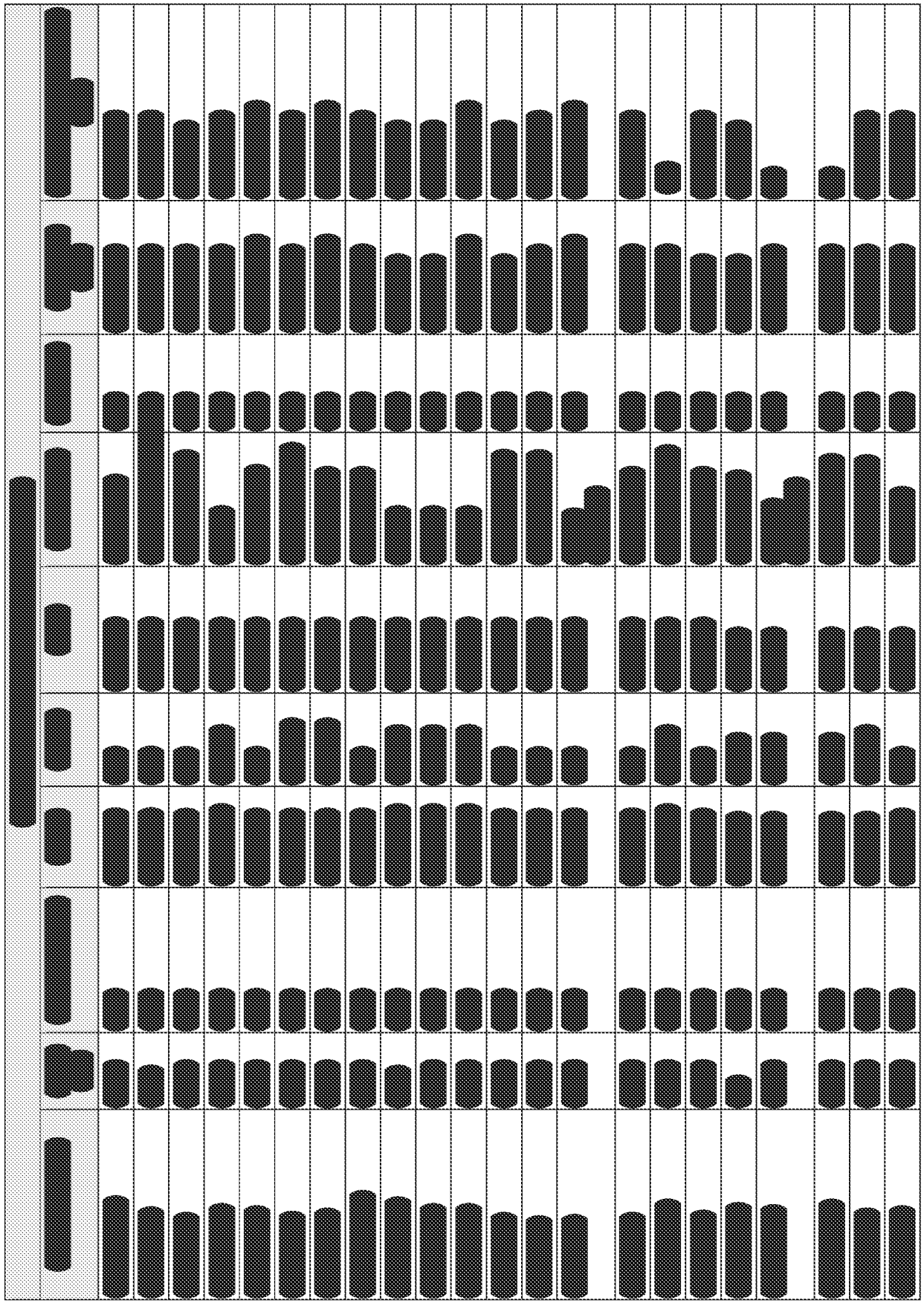
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCH 3-1  
Equipment



SCH 3-2  
Equipment

688616 v6/SD

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SCH 3-3  
Equipment

688616 v6/SD

**SCHEDULE 4**

**Trademarks**

1. See attached.

SCH 4-1  
Trademarks




TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG NO./ ISSUE DATE	GOODS/SERVICES	STATUS
AVISE	U.S.	7551794 August 20, 2008	N/A	<p>Class 42: Medical laboratory services, namely, laboratory testing, evaluation and research services; medical laboratory services, namely, disease management and pathology services; medical laboratory services, namely, providing medical laboratory information to health care providers, managed care providers and patients via global computer networks; medical and clinical chemical laboratory services used by medical professionals for diagnosis, disease stratification, prognosis, therapy selection and therapy monitoring</p> <p>Class 44: Health care for treating rheumatological, neurological, immunological, oncological and hematological disorders and pain management; providing medical and health information on the treatment of rheumatological, neurological, immunological, oncological and</p>	<p>PENDING; ALLOWED</p> <p>Filed ITU application August 20, 2008; Office Action issued December 1, 2008; Response Filed; Published for Opposition July 14, 2009; Notice of Allowance issued October 6, 2009; Statement of Use filed</p>

SCH 4-2  
Trademarks

TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG NO./ ISSUE DATE	GOODS/SERVICES	STATUS
AVISE MCV	U.S.	77567183 September 10, 2008	N/A	hematological disorders and pain management Class 42: Medical laboratory services, namely, laboratory testing, evaluation and research services; medical laboratory services, namely, disease management and pathology services; medical laboratory services, namely, providing medical laboratory information to health care providers, managed care providers and patients via global computer networks; medical and clinical chemical laboratory services used by medical professionals for diagnosis, disease stratification, prognosis, therapy selection and therapy monitoring; medical laboratory antibody testing services for detecting mutated citrullinated vimentin; medical laboratory services for detecting, providing prognosis and monitoring rheumatoid arthritis disease in patients	PENDING; ALLOWED Filed ITU application August 20, 2008; Office Action issued December 1, 2008; Response Filed; Published for Opposition July 14, 2009; Notice of Allowance issued October 13, 2009; Statement of Use filed

SCH 4-3  
Trademarks

TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG NO./ ISSUE DATE	GOODS/SERVICES	STATUS
AVISE PG (Stylized) 	U.S.	77567161 September 10, 2008	N/A	Class 44: Medical antibody testing services for detecting mutated citrullinated vimentin; medical testing services for detecting, providing prognosis and monitoring rheumatoid arthritis disease in patients  Class 42: Medical laboratory services, namely, laboratory testing, evaluation and research services; medical laboratory services, namely, disease management and pathology services; medical laboratory services, namely, providing medical laboratory information to health care providers, managed care providers and patients via global computer networks; medical and clinical chemical laboratory services used by medical professionals for diagnosis, disease stratification, prognosis, therapy selection and therapy monitoring; medical laboratory testing services relating to methotrexate polyglutamates for monitoring and predicting	PENDING; ALLOWED  Filed ITU application August 20, 2008; Office Action issued December 1, 2008; Response Filed; Published for Opposition July 14, 2009; Notice of Allowance issued October 6, 2009; Statement of Use filed

SCH 4-4  
Trademarks

TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG NO./ ISSUE DATE	GOODS/SERVICES	STATUS
AVISE PROFILE	U.S.	77567187 September 10, 2008	N/A	<p>responses to methotrexate in patients with autoimmune diseases; medical laboratory services relating to methotrexate polyglutamates for monitoring and predicting responses to methotrexate in patients with autoimmune diseases</p> <p>Class 44: Medical testing services relating to methotrexate polyglutamates for monitoring and predicting responses to methotrexate in patients with autoimmune diseases</p> <p>Class 42: Medical laboratory services, namely, laboratory testing, evaluation and research services; medical laboratory services, namely, disease management and pathology services; medical laboratory services, namely, providing medical laboratory information to health care providers, managed care providers and patients via global computer networks; medical and clinical chemical laboratory services</p>	<p>PENDING; ALLOWED</p> <p>Filed ITU application August 20, 2008; Office Action issued December 1, 2008; Response Filed; Published for Opposition July 14, 2009; Notice of</p>

SCH 4-5  
Trademarks

TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG NO./ ISSUE DATE	GOODS/SERVICES	STATUS
				<p>used by medical professionals for diagnosis, disease stratification, prognosis, therapy selection and therapy monitoring; medical laboratory services and clinical laboratory research in the field of early prediction algorithms that incorporate both clinical and laboratory parameters and assists in the monitoring, predicting and diagnosing of individuals who are likely to develop rheumatoid arthritis</p> <p>Class 44: Health care for treating rheumatological, neurological and immunological disorders and pain management; providing medical and health information on the treatment of rheumatological, neurological and immunological disorders and pain management</p> <p>Class 42: Medical laboratory services, namely, laboratory testing, evaluation and research services; medical laboratory services, namely, disease</p>	<p>Allowance issued October 6, 2009</p> <p>PENDING</p> <p>Filed ITU application June 22, 2010</p>
AVISE SLE	U.S.	85069051 June 22, 2010	N/A		

SCH 4-6  
Trademarks

TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG NO./ ISSUE DATE	GOODS/SERVICES	STATUS
				<p>management and pathology services; medical laboratory services, namely, providing medical laboratory information to health care providers, managed care providers and patients via global computer networks; medical and clinical chemical laboratory services used by medical professionals for diagnosis, disease stratification, prognosis, therapy selection and therapy monitoring; medical laboratory services for detecting, providing prognosis and monitoring systematic lupus erythematosus disease in patients; medical laboratory services and clinical laboratory research in the field of early prediction algorithms that incorporate both clinical and laboratory parameters and assists in the monitoring, predicting and diagnosing of individuals who are likely to develop systematic lupus erythematosus</p> <p>Class 44: Health care for treating rheumatological,</p>	

SCH 4-7  
Trademarks

TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG NO./ ISSUE DATE	GOODS/SERVICES	STATUS
CB-CAP	U.S.	77336717 November 26, 2007		neurological, immunological, oncological and hematological disorders and pain management; providing medical and health information on the treatment of rheumatological, neurological and immunological, oncological and hematological disorders and pain management; medical testing services for detecting, providing prognosis and monitoring systematic lupus erythematosus disease in patients; Computer diagnostic services	PENDING; ALLOWED  Filed ITU application November 26, 2007, Published for Opposition April 29, 2008; Notice of Allowance issued July 22, 2008

SCH 4-8  
Trademarks

SCHEDULE 5

Consents to be Obtained

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCH 5-1

Consents to be Obtained



SCHEDULE 5.6(a)

Listed Vendor Accounts

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

SCHEDULE 5.6(b)

Operating Costs and Expenses

A table with three rows of redacted content. Each row is represented by a solid black horizontal bar. The first row is the shortest, the second row is medium length, and the third row is the longest. Each bar is preceded by a small black circle, likely representing a bullet point or a table marker.

SCH 5.6(b)-1  
Operating Costs and Expenses

SCHEDULE 5.8

Procedures Relating to Accounts Receivable

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

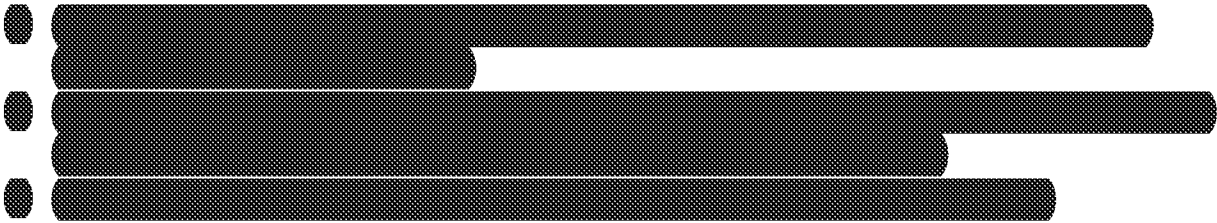
[REDACTED]

[REDACTED]

- [REDACTED]

SCH 5.8-1

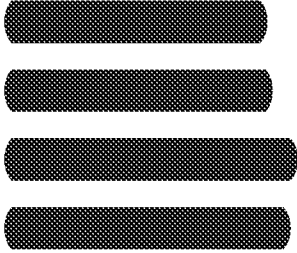
Procedures Relating to Accounts Receivable



SCH 5.8-2  
Procedures Relating to Accounts Receivable

**SCHEDULE 6**

**Specified Employees**



SCH 6-1  
Specified Employees

688616 v6/SD

**RECORDED: 01/21/2011**

**TRADEMARK**  
**REEL: 004458 FRAME: 0497**