

04/29/2011

Form PTO-1594 (Rev 03-11)
OMB Collection 0651-0027 (exp 03/31)



U S DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

4-29-11

103624597

To the Director of the U S Patent and Trademark Office, Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Cypress Bioscience, Inc

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State Delaware
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 8, 2010

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name Exagen Diagnostics, Inc

Internal

Address Suite 103

Street Address: 801 University Blvd, SE

City: Albuquerque

State New Mexico

Country USA Zip 87106

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware Corporation
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No (s)

77/551794, 77/551786, 77/567183, 77/567161, 77/567187, 77/336717

B Trademark Registration No (s)

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

AVISE, AVISE, AVISE MCV, AVISE PG, AVISE PROFILE, CB-CAP

5. Name & address of party to whom correspondence concerning document should be mailed:

Name David S. Harper

Internal Address Suite 3100

Street Address 300 South Wacker Drive

City Chicago

State Illinois Zip 60606

Phone Number 312-913-2106

Fax Number 312-913-0002

Email Address: harper@mbhd.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 13-2480-00 DH

Authorized User Name David S. Harper

9. Signature:

Signature

April 13, 2011

Date

David S Harper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

92

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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
Cypress Bioscience, Inc		10/08/2010	CORPORATION

RECEIVING PARTY DATA

Name:	Exagen Diagnostics, Inc
Street Address:	801 University Blvd. SE
Internal Address:	Suite 103
City:	Albuquerque
State/Country:	NEW MEXICO
Postal Code:	87106
Entity Type:	CORPORATION

PROPERTY NUMBERS Total. 6

Property Type	Number	Word Mark
Serial Number:	77551794	AVISE
Serial Number:	77551786	AVISE
Serial Number:	77567183	AVISE MCV
Serial Number:	77567161	AVISE PG
Serial Number:	77567187	AVISE PROFILE
Serial Number:	77336717	CB-CAP

CORRESPONDENCE DATA

Fax Number: (312)913-0002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful
Phone: 312-913-0001
Email: harper@mbhb.com
Correspondent Name: McDonnell Boehnen Hulbert & Berghoff LLP
Address Line 1: 300 South Wacker Drive
Address Line 2: Suite #3100
Address Line 4: Chicago, ILLINOIS 60606

CH \$165.00 77551794

ATTORNEY DOCKET NUMBER	11-206/7/8/10/11/12
NAME OF SUBMITTER.	David Harper
Signature	/David Harper/
Date	03/31/2011

Total Attachments: 82

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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

	PAGE
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)**

		PAGE
	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)**

		PAGE
	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 of 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)

	PAGE
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.

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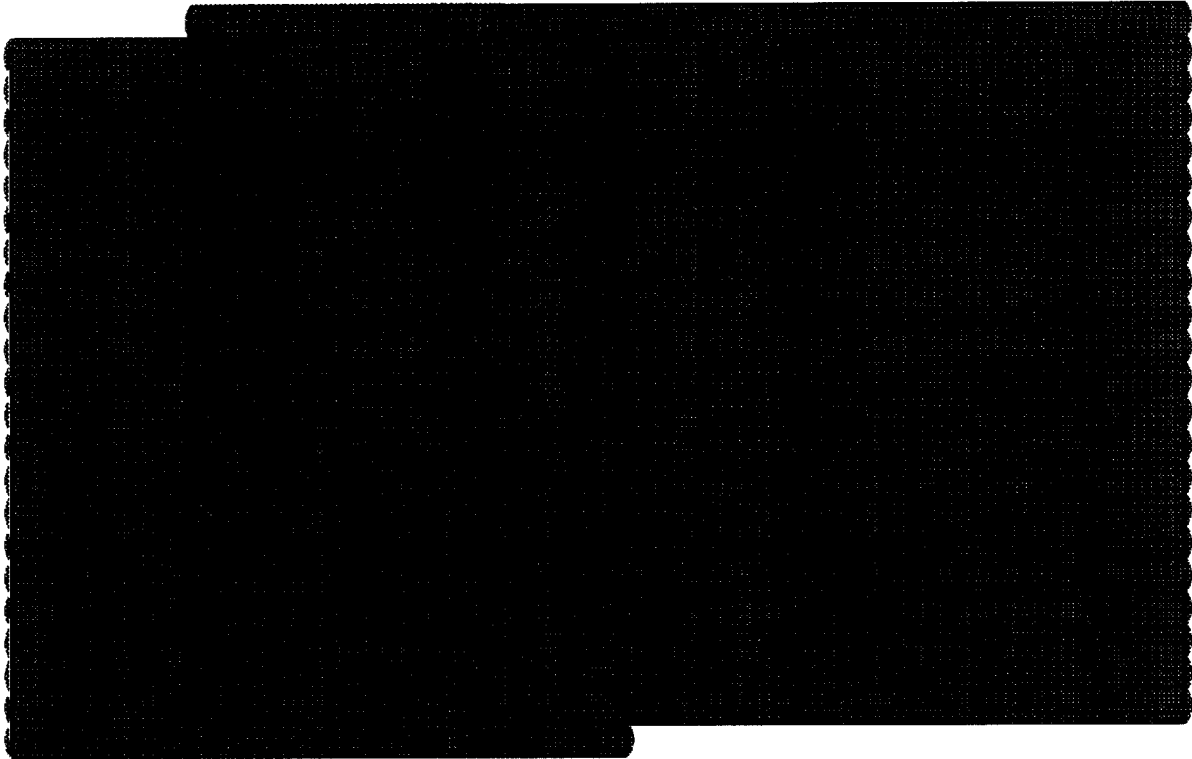
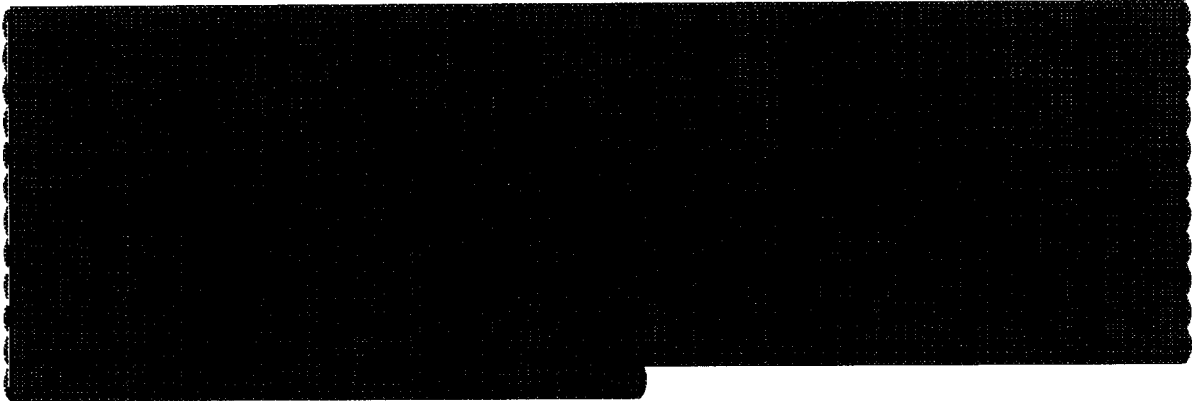
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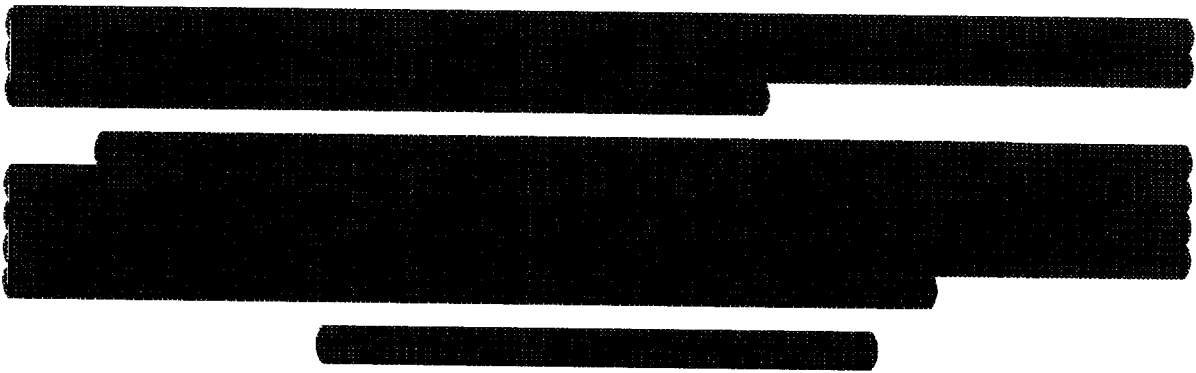
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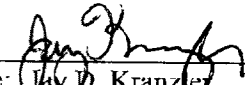
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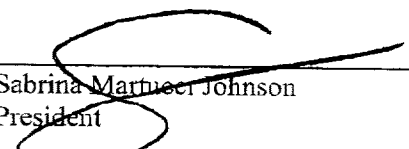


The Parties have caused this Asset Purchase Agreement to be executed as of the date first written above.

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]

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

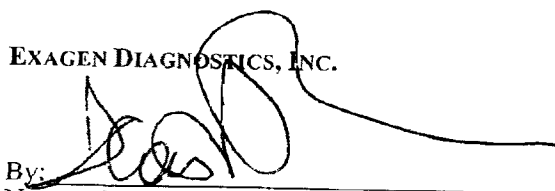
CYPRESS BIOSCIENCE, INC.

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]

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"Trademarks" mean the trademark registrations identified on Schedule 4.

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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

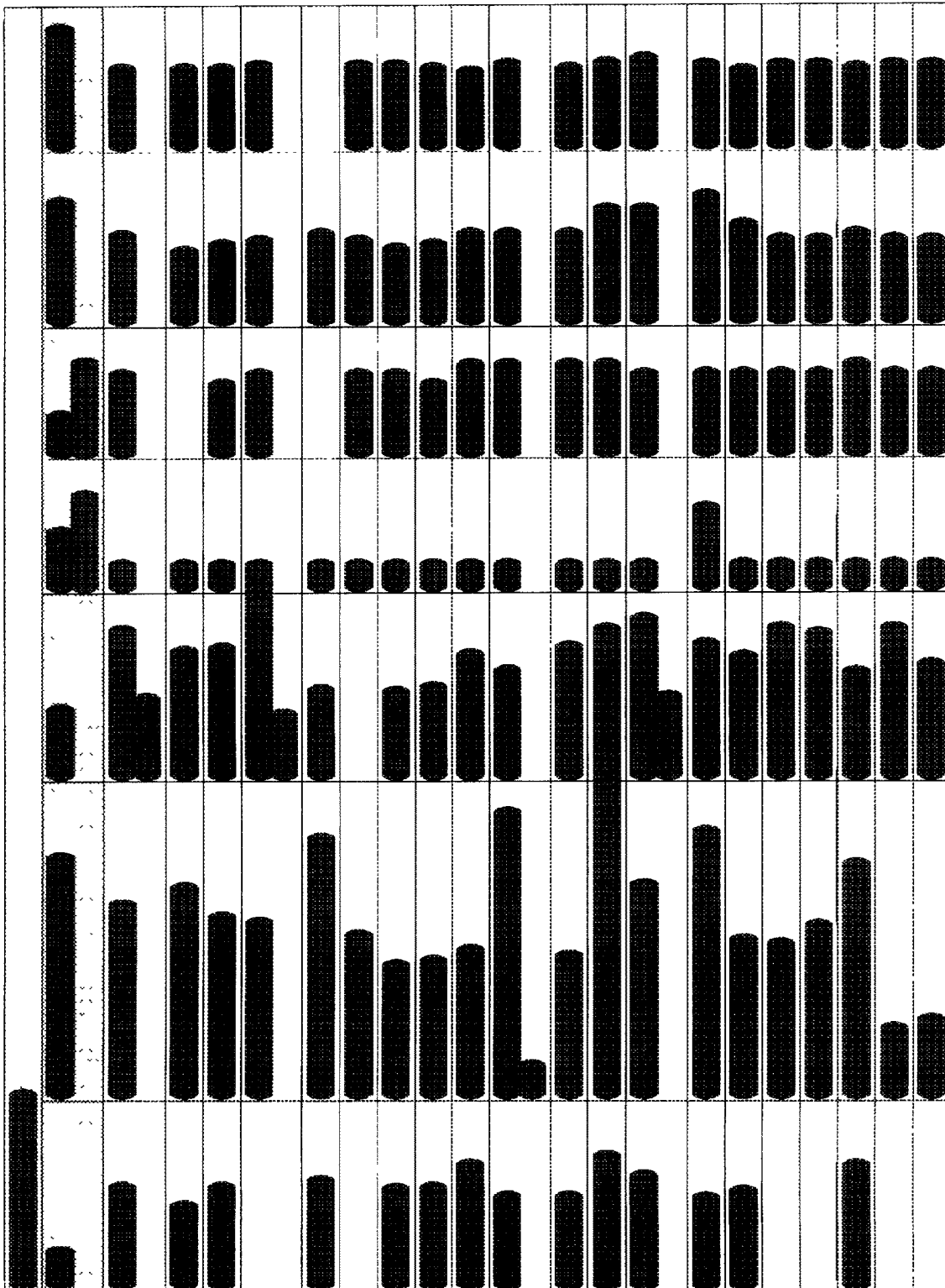
SCHEDULE 1

Contracts

1. See attached.

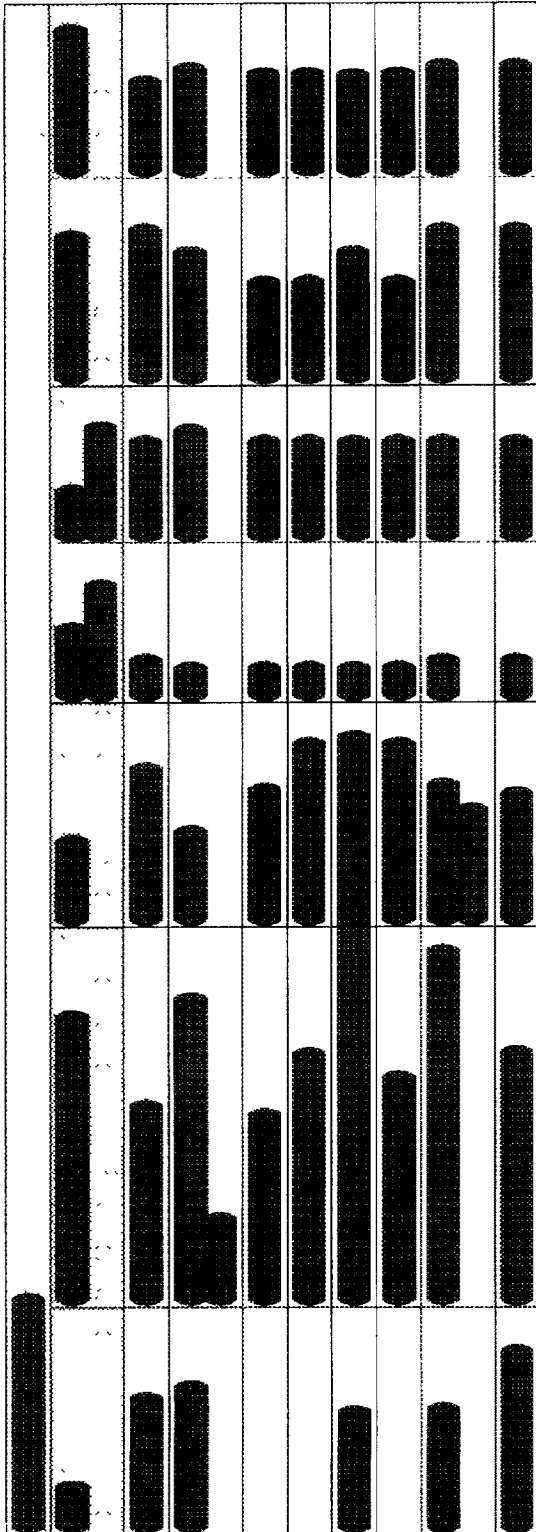
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Contracts

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SCH I-S
Contracts

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SCH I-9
Contracts

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Contracts

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License Agreements

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Contracts

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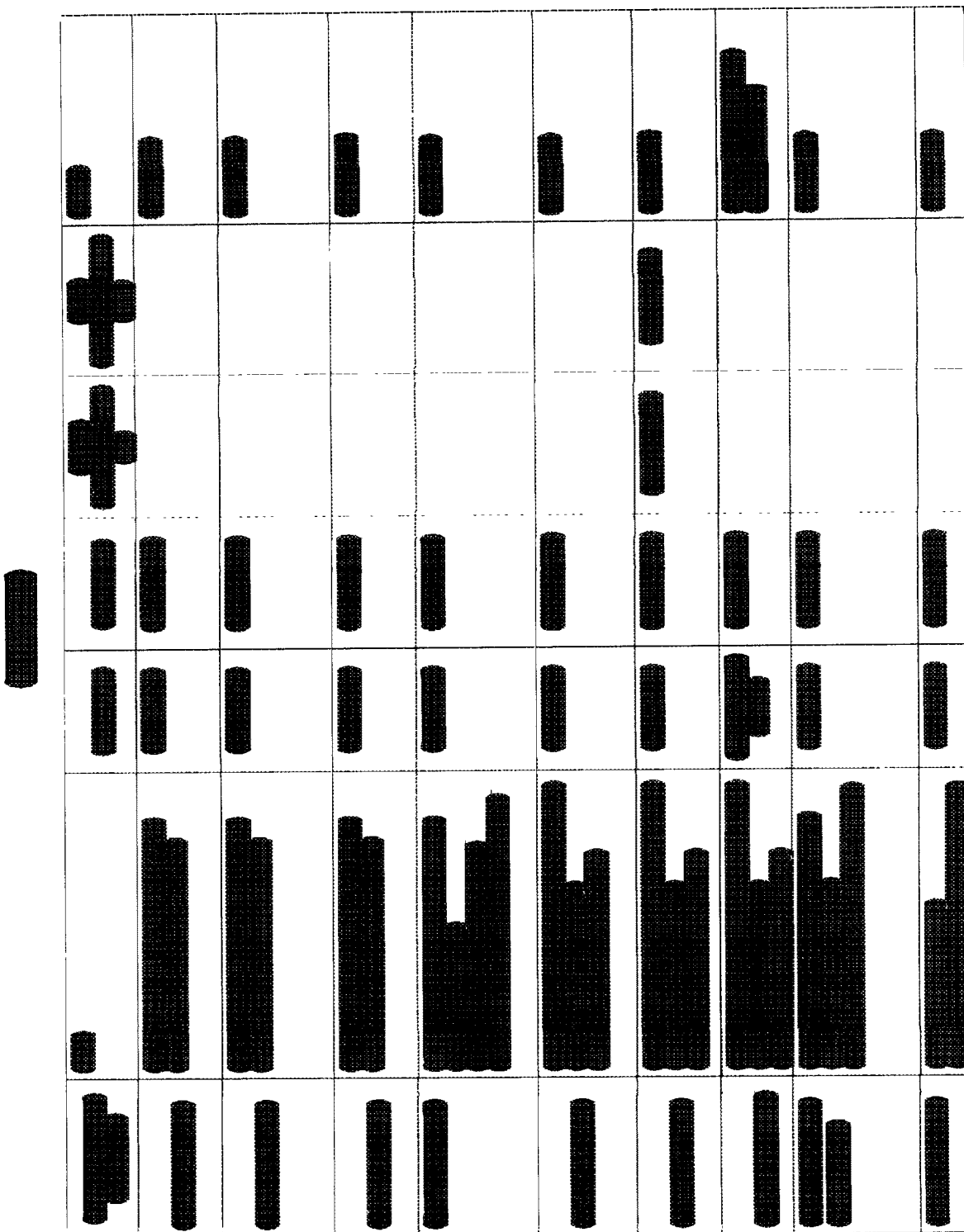
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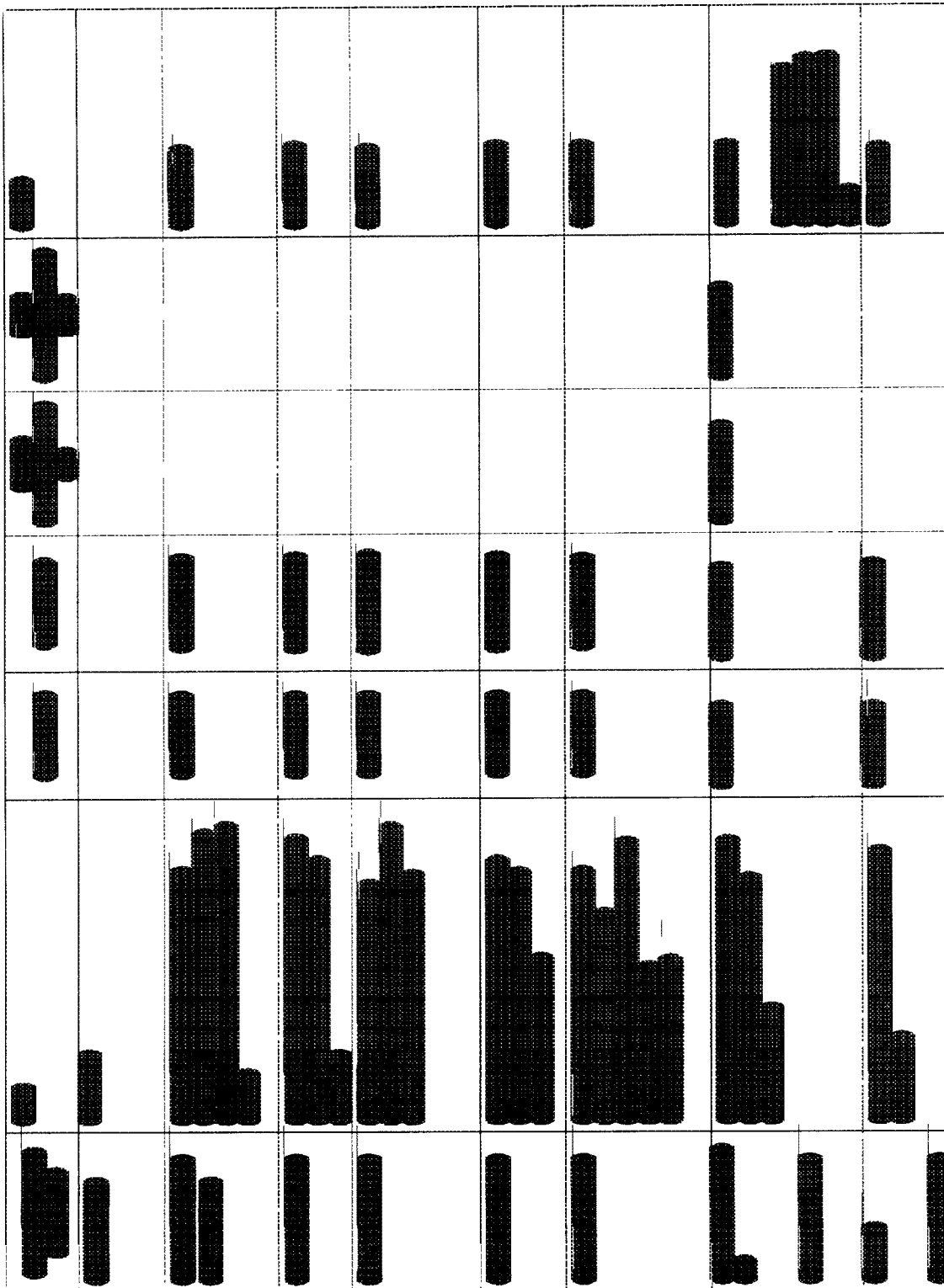
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TRADEMARK
REEL: 004543 FRAME: 0636



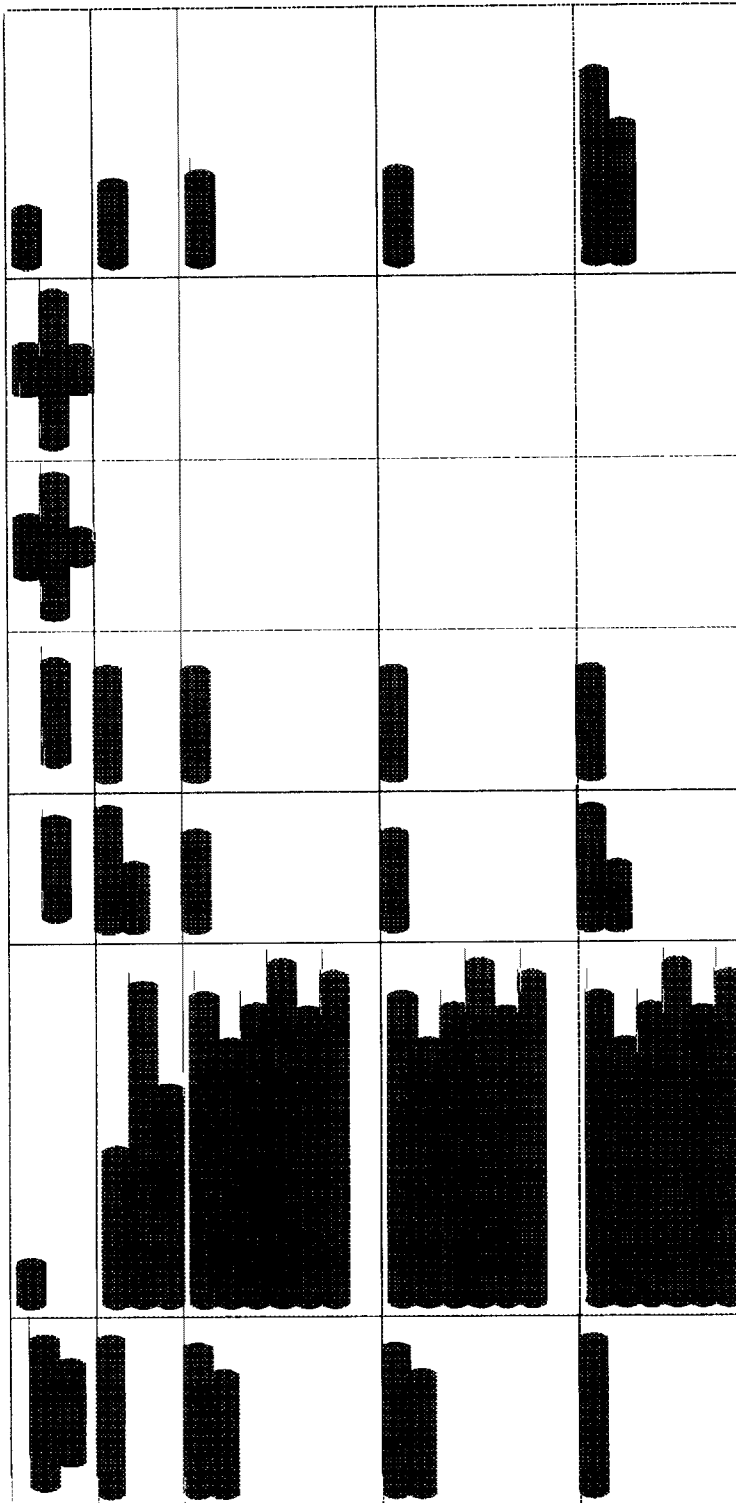
SCH 2-1
Patents

68416 3/01D



SCH 2-2
Parents

3011680-SP



SCH 2-3
Patents

uspto

SCHEDULE 3

Equipment

[REDACTED]

SCH 3-1
Equipment

688616 v6/SD

SCH 3-2
Equipment

6581616SP

The image shows a large rectangular area that has been almost entirely redacted with black ink. On the left side of this area, there is a vertical black bar. The remaining space is filled with a grid of smaller blacked-out shapes, suggesting a table or a list of items where the content has been obscured. The grid consists of approximately 10 columns and 10 rows of blacked-out cells.

SCH 3-3
Equipment

ESS/IN/USP

SCHEDULE 4

Trademarks

1. See attached.

SCH 4-1
Trademarks

688616 v6/SD

TRADEMARK
REEL: 004543 FRAME: 0643

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

688-916 v.075F

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 extrullinated ymentin; 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

688916-00-SP

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

03/20/11 11:50

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>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>
<p>SCH 4-5 Trademarks</p>					

688216 v.01 EP

TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG NO./ ISSUE DATE	GOODS/SERVICES	STATUS
AVISE SUF	U.S.	85069051 June 22, 2010	N/A	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 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 Class 42: Medical laboratory services, namely, laboratory testing, evaluation and research services, medical laboratory services, namely, disease	Allowance issued October 6, 2009 PENDING Filed ITU application June 22, 2010

SCH 4-6
Trademarks

688916 CV EP

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

688215.001P

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, 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 Class 42: 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

666026 11/11/07

SCHEDULE 5

Consents to be Obtained

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCH 5-1
Consents to be Obtained

68861/ v6/SD

TRADEMARK
REEL: 004543 FRAME: 0651

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]
- [REDACTED]

SCH 5.6(a)-1
Listed Vendor Accounts

688616 v6/SD

SCHEDULE 5.6(b)

Operating Costs and Expenses

● [REDACTED]
● [REDACTED]
● [REDACTED]

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]

SCII 5.8-1

Procedures Relating to Accounts Receivable

688610 v6/SD

• [REDACTED]
• [REDACTED]
• [REDACTED]

SCI 5.8-2

Procedures Relating to Accounts Receivable

688616 v6/SD

SCHEDULE 6

Specified Employees

[REDACTED]

SCH 6-1
Specified Employees

688616.16/SD