

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

The Vaccine Consortium, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) MarylandAdditional names of conveying parties attached? Yes No**3. Nature of conveyance/Execution Date(s) :**Execution Date(s) February 17, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other Purchase Agreement

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? Yes
 NoName: United BioSource CorporationStreet Address: 4445 Willard Avenue, 12th FloorCity: Chevy ChaseState: MarylandCountry: United States Zip: 20815

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 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) Text

85480386; 85480065

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):**

TRAC TRUSTED REIMBURSEMENT ACCESS CENTER - Filing Date: 11/23/2011
TRAC - Filing Date 11/23/2011

5. Name & address of party to whom correspondence concerning document should be mailed:Name: Nancy Rubner FrandsenInternal Address: Cira Centre, 12th FloorStreet Address: 2929 Arch StreetCity: PhiladelphiaState: Pennsylvania Zip: 19104-2891Phone Number: 215-568-3100

Docket Number: _____

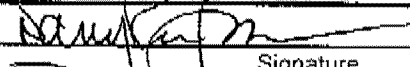
Email Address: trademarks@woodcock.com**6. Total number of applications and registrations involved:**

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:Deposit Account Number 233050Authorized User Name Judy Dale**9. Signature:**


 Signature
Nancy Rubner Frandsen
 Name of Person Signing

9/17/12
 Date

Total number of pages including cover sheet, attachments, and document: 8

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

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This is a Membership Interest Purchase Agreement (this "Agreement") dated February 17, 2012 by and between United BioSource Corporation, a Delaware corporation ("UBC"), (the "Buyer"), The Vaccine Consortium, LLC, a Maryland limited liability company (the "Company") and Allan M. Weinstein, M.D. (the "Seller").

In consideration of the covenants contained in this Agreement and other good and valuable consideration, it is hereby agreed as follows:

1. DEFINITIONS

"Intellectual Property" means the United States and foreign trademarks, service marks, trade names, trade dress, copyrights, and similar rights, including registrations and applications to register or renew the registration of any of the foregoing, the United States and foreign letters patent and patent applications, inventions, processes, designs, formulae, trade secrets, know-how, confidential information, Software, data and documentation, all similar intellectual property rights, tangible embodiments of any of the foregoing (in any form or medium including electronic media) and licenses of any of the foregoing owned, licensed, used or held by the Company or any of its Subsidiaries.

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3. **PURCHASE AND SALE OF THE COMPANY INTEREST**

3.1 Purchase of Company Interest. Subject to the terms and conditions of this Agreement, at the Closing, Seller will sell, assign and transfer to Buyer, and Buyer will purchase, all of Seller's right, title, claim and interest, legal and equitable, in and to the Company Interest for a total purchase price

4.12 Intellectual Property.

4.12.1 Schedule 4.12.1 sets forth a true, complete and correct list of all (i) registered copyrights, issued patents and registered trademarks owned by the Company or its Subsidiaries, (ii) pending applications for patents and trademarks owned by the Company or its Subsidiaries, (iii) Software products owned by the Company or its Subsidiaries that are currently licensed to third parties (the "Products") and an indication as to which, if any, of such Products have been registered for copyright protection under United States or foreign copyright Legal Provisions and (iv) internet domain name registrations owned by the Company or its Subsidiaries. None of the registered copyrights, issued (and pending) patents or registered trademarks (and pending applications of) listed on Schedule 4.12.1 has been opposed, nullified, cancelled, alleged to be invalid or unenforceable, or held invalid or unenforceable. Except as set forth on Schedule 4.12.1, none of the Owned Intellectual Property is jointly owned or co-owned

with other Persons. Except as set forth on Schedule 4.12.1, no litigation is pending with respect to any Owned Intellectual Property, and, to the knowledge of Seller, there is no threatened action or claim with respect to any Owned Intellectual Property. Except as set forth on Schedule 4.12.1, (i) each of the registered copyrights, issued patents and registered trademarks and (ii) to the knowledge of the Seller, unregistered copyrights and unregistered trademarks, in each case, owned by the Company or any of its Subsidiaries, is valid, subsisting and enforceable, and, except as set forth on Schedule 4.12.1, each registration and application for Owned Intellectual Property is duly registered or filed in the name of the Company or its Subsidiary, as the case may be.

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To:USPTO

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

UNITED BIOSOURCE CORPORATION

By: 
Ken Bodmer, Chief Financial Officer

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REEL: 004864 FRAME: 0608

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

UNITED BIOSOURCE CORPORATION

By: _____

THE VACCINE CONSORTIUM, LLC

By:  _____
Allan M. Weinstein, M.D., President

 _____
Allan M. Weinstein, M.D., Seller