

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK AND DOMAIN NAME ASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AXIAL BIOTECH, INC.		09/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SCOLI ACQUISITION SUB, INC.
Street Address:	12325 Emmet Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68164
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77547585	SCOLI-SCORE
Serial Number:	77547588	SCOLI-SCORE
Serial Number:	77547599	SCOLI-SCORE
Serial Number:	77547605	SCOLI-SCORE
Serial Number:	77840578	SCOLISCORE

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (213) 683-5627
 Email: nancychow@paulhastings.com
 Correspondent Name: Nancy Chow
 Address Line 1: Paul Hastings LLP
 Address Line 2: 515 South Flower Street, 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

CH \$140.00 77547585

ATTORNEY DOCKET NUMBER:	79049.00004
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	10/29/2012
Total Attachments: 8 source=TBIO_Axial - Fully Executed Trademark and Domain Name Assignment#page1.tif source=TBIO_Axial - Fully Executed Trademark and Domain Name Assignment#page2.tif source=TBIO_Axial - Fully Executed Trademark and Domain Name Assignment#page3.tif source=TBIO_Axial - Fully Executed Trademark and Domain Name Assignment#page4.tif source=TBIO_Axial - Fully Executed Trademark and Domain Name Assignment#page5.tif source=TBIO_Axial - Fully Executed Trademark and Domain Name Assignment#page6.tif source=TBIO_Axial - Fully Executed Trademark and Domain Name Assignment#page7.tif source=TBIO_Axial - Fully Executed Trademark and Domain Name Assignment#page8.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this "**Agreement**") is entered into as of September 21, 2012, by and between **AXIAL BIOTECH, INC.**, a Delaware corporation having an address of 2749 East Parley's Way, Suite 200, Salt Lake City, Utah 84109 ("**Assignor**"), and **SCOLI ACQUISITION SUB, INC.**, a Delaware corporation having an address of 12325 Emmet Street, Omaha, NE 68164 ("**Assignee**").

Recitals

WHEREAS, concurrently with this Agreement, Assignor, Assignee and Transgenomic, Inc., a Delaware corporation and the direct parent corporation of Assignee, are parties to that certain Asset Purchase Agreement dated August 27, 2012, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets relating to the business or operation of Assignor (the "**Asset Purchase Agreement**"), including the trademarks and service marks listed in Exhibit A hereto (the "**Marks**") and the domain names listed in Exhibit B hereto (the "**Domain Names**"); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement.

NOW THEREFORE, in consideration of mutual promises provided herein and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows.

Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's parent corporation, successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; (b) all of Assignor's right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees, if any, hereafter deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its parent corporation, successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor hereby authorizes Assignee, its parent corporation, successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and/or service mark registration in the United States and in foreign countries in connection with the Marks, and to secure in its own name the registrations granted thereon. Assignor agrees to perform, at the sole cost and expense of Assignee, all acts deemed

reasonably necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. GENERAL

3.1 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Delaware, without giving effect to principles of conflicts of laws.

3.2 Waiver; Amendment. Any provision of this Agreement may be waived only in writing at any time by the party that is entitled to the benefits thereof. This Agreement may not be amended or supplemented at any time, except by an instrument in writing signed on behalf of each party. The waiver by any party of any breach of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

3.3 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated unless such an interpretation would materially alter the rights and privileges of any party or materially alter the terms of the transactions contemplated hereby, in which case the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

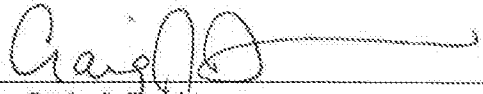
3.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignee"

SCOLI ACQUISITION SUB, INC.,
a Delaware corporation

By: 
Name: Craig J. Tuttle
Title: President

"Assignor"

AXIAL BIOTECH, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

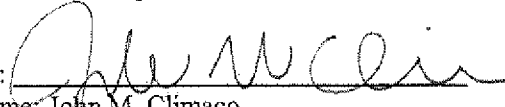
"Assignee"

SCOLI ACQUISITION SUB, INC.,
a Delaware corporation

By: _____
Name: Craig J. Tuttle
Title: President

"Assignor"

AXIAL BIOTECH, INC.,
a Delaware corporation

By: 
Name: John M. Climaco
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

EXHIBIT A

MARKS

#	Appl SN, CN, & Title	Filing Date (Claimed Priority) (<i>Est. 1st</i> <i>Pub</i>)	Country Pub/Pat #	Status/Pending Action
1	77/547,580 Scoli-Score Class 1 (reagents & chemicals)	080814 (TBD) (080814)	US	Abandoned
2	77/547,583 Scoli-Score Class 5 (pharmaceuticals)	080814 (TBD) (080814)	US	Abandoned
3	77/547,585 Scoli-Score Class 10 (med devices & implants)	080814 (TBD) (080814)	US	Allowed
4	77/547,588 Scoli-Score Class 16 (printed materials)	080814 (TBD) (080814)	US	Allowed
5	77/547,599 Scoli-Score Class 41 (med education)	080814 (TBD) (080814)	US	Allowed
6	77/547,605 Scoli-Score Class 42 (diagnostic tests)	080814 (TBD) (080814)	US	Allowed
7	1427824 - Ref 77986-66 Scoli-Score Class ____	090213 (080814) (TBD)	Canada	Revived. Published w/o opposition. Specimens and declaration.

#	Appl SN, CN, & Title	Filing Date (Claimed Priority) (<i>Est. 1st</i> <i>Pub</i>)	Country Pub/Pat #	Status/Pending Action
8	993917 Scoli-Score Class ___	090213 (080814) (TBD)	International Madrid Protocol	Rec'd EP, KIPO, & JPO & grant of protection. JPO canceled. Specimens.
9	993917 Scoli-Score Class ___	090213 (080814) (TBD)	Intl Madrid Protocol - Korea	KIPO protection granted Feb 13, 2009. Confirmation of use every 3 years Renewal every 10 years.
10	77/547,610 AIS Prognostic Test Class 1	080814 (TBD) (080814)	US	Abandoned
11	77/547,612 AIS Prognostic Test Class 5	080814 (TBD) (080814)	US	Abandoned
12	77/547,617 AIS Prognostic Test Class 10	080814 (TBD) (080814)	US	Abandoned
13	77/547,620 AIS Prognostic Test Class 16	080814 (TBD) (080814)	US	Abandoned
14	77/547,622 AIS Prognostic Test Class 41	080814 (TBD) (080814)	US	Abandoned
15	77/547,625 AIS Prognostic Test Class 42	080814 (TBD) (080814)	US	Abandoned
16	147439000 Scoliscore (& Design)	032410	Canada	Pending

#	Appl SN, CN, & Title	Filing Date (Claimed Priority) (<i>Est. Int'l Pub</i>)	Country Pub/Pat #	Status/Pending Action
17	598817 Scoliscore (& Design)	100809/ 033010	Switzerland	Registered
18	598846 Scoliscore	100809/ 033010	Switzerland	Registered
19	8593386 Scoliscore	100509/ 032910	EU	Registered
20	8593411 Scoliscore (& Design)	100509/ 032910	EU	Registered
21	1324760 Scoliscore	100709	Australia	Registered
22	1324567 Scoliscore (& Design)	100609	Australia	Registered
23	40-2009-0048567 Scoliscore (& Design)	120810	South Korea	Registered
24	40-2009-0048569 Scoliscore	120810	South Korea	Registered
25	77840578 Scoli-Score	100209	US	Suspended

Exhibit B
Domain Names

#	Appl SN, CN, & Title	Filing Date (Claimed Priority) (<i>Est. 1st</i> <i>Pub</i>)	Country Pub/Pat #	Status/Pending Action
1	"ScoliScore" Registered Domain Name	08/09/2008	NA	Registered
2	"Scoli-Score" Registered Domain Name	08/09/2008	NA	Expired
3	"AISPrognosticTest" Registered Domain Name	08/09/2008	NA	Expired
4	"Scoli" Registered Domain Name	10/7/2001	NA	Registered