

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation		05/04/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Esoterix, Inc.		
Street Address:	4509 Friedrich Lane, Bldg 1, Suite 100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78744		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3142557	ANYTHING BUT ROUTINE	
Registration Number:	3189710	ENTRIX	
Registration Number:	2764033	ENTRIX	
Registration Number:	2962988	ESOTERIX	
Registration Number:	3196062	HEMEX	
Registration Number:	2756178	HPVTRITECT	
Registration Number:	3285468	MEDTRAX	
Registration Number:	2642035	SHOXDNA DX	
Registration Number:	2578609	THROMBASSURE	
CORRESPONDENCE DATA			
Fax Number:	3366077500		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	336-607-7300		
Email:	kfriith@kilpatricktownsend.com		

OP \$240.00 3142557

Correspondent Name: William M. Bryner
Address Line 1: 1001 West Fourth Street
Address Line 2: Kilpatrick Townsend & Stockton LLP
Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER:	57618-341128
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NAME OF SUBMITTER:	William M. Bryner
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Signature:	/William M. Bryner/
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Date:	11/01/2012
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Total Attachments: 5

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May 4, 2005

Esoterix, Inc.
4509 Freidrich Lane
Building 1, Suite 100
Austin, Texas 78744

Re: Payoff of Loan to Esoterix, Inc., a Delaware corporation ("Borrower")

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of October 29, 2004 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") among Borrower, the financial institutions party thereto ("Lenders"), Antares Capital Corporation, for itself, as a Lender, as Co-Lead Arranger and as the Agent for all Lenders (the "Agent"), Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., for itself, as a Lender, as Co-Lead Arranger and as the Syndication Agent for all Lenders, and such Lenders. Capitalized terms used herein but otherwise not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

As of May 11, 2005 (the "Payment Date") and assuming no further repayments or borrowings and no change in interest rates from the date of this letter, the amount of the indebtedness and other obligations owed by the Borrower to the Agent and the Lenders is set forth in Schedule I attached hereto and made a part hereof (the "Indebtedness"). If the Agent does not receive the Indebtedness by 3:00 p.m., Chicago time, on the Payment Date, the per diem increase for the Indebtedness is also set forth in Schedule I (the "Per Diem"). Upon receipt by the Agent of (i) the amount of the Indebtedness and Per Diem (if applicable) in accordance with this letter and (ii) evidence satisfactory to the Agent that all outstanding Letters of Credit and Letter of Credit Participation Agreements have been terminated:

- (a) other than the Continuing Obligations (as defined below), all obligations of Borrower to the Agent and Lenders shall be satisfied in full;
- (b) the Commitments shall be terminated;
- (c) other than the Continuing Obligations, the Loan Documents shall be terminated as of such date;
- (d) all Liens, security interests and all right, title and interest in and to the assets, business, properties and rights of Borrower and Subsidiaries and any other Person granted, pledged, conveyed, transferred and set over to the Agent pursuant to the Loan Documents shall automatically be released, terminated and of no further force and effect without requiring further action of the Agent, subject to reinstatement in the event any payment of the Indebtedness and/or Per

Diem (if applicable) or any portion thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be returned or repaid by the Agent or any Lender.

Notwithstanding anything to the contrary contained herein, neither Borrower nor any other person or entity shall be released from and hereby ratifies and confirms its continuing liability to Agent and Lenders for the indefeasible payment and satisfaction in full of all indemnification obligations and other similar contingent obligations in favor of Agent and Lenders that, pursuant to the terms of the Credit Agreement or other Loan Documents as in effect on the date hereof, expressly survive the termination thereof (collectively, the "Continuing Obligations").

Payment of the Indebtedness and Per Diem (if applicable) should be made by wire transfer in accordance with the following instructions (the "Wire Instructions"):

Name of Bank: [REDACTED]
City, State: New York, New York
ABA No.: [REDACTED]
For the Account of: Antares Capital Corporation, as Agent
311 South Wacker Drive
Chicago, Illinois 60606
Account No.: [REDACTED]
Reference: Esoterix
Contact: Jim Luchansky
Telephone No.: (312) 697-3991

Upon receipt of the Indebtedness and the Per Diem (if applicable) by Agent pursuant to the Wire Instructions, Borrower is authorized to file UCC termination statements and the Agent hereby agrees to deliver promptly to, or as directed by the Borrower, originally executed and notarized (if applicable) releases for each of the other liens granted to Agent and possessory collateral in the possession of the Agent (including, without limitation, stock certificates).

At the sole cost and expense of Borrower, the Agent also agrees to execute and deliver such other releases, documents and agreements as Borrower may reasonably request to evidence the release of all of the collateral securing repayment of the Indebtedness and Per Diem (if applicable).

The Borrower and each of its Subsidiaries, on behalf of themselves and their respective executors, successors and assigns, hereby waives, releases and discharges Agent, the Lenders and all of the affiliates, directors, officers, employees, attorneys of Agent and the Lenders, from any and all claims, demands, actions or causes of action arising out of or in any way relating to the Loan Documents, any documents, agreements, dealings or other matters connected with the Loan Documents, including, without limitation, all known and unknown matters, claims, transactions or things occurring on or before the date hereof.

This letter agreement shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision

of this letter agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this letter agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this letter agreement.

This letter agreement may be executed in any number of counterparts, including via facsimile, and each such counterpart, including counterparts delivered solely via facsimile, shall be deemed to be an original, but all such counterparts shall together constitute but one (1) and the same letter agreement.

[remainder of page intentionally left blank]

Very truly yours,

ANTARES CAPITAL CORPORATION, as
Agent

By: 

Name: Michael P. Long

Title: Director

Each of the undersigned hereby acknowledges and agrees to the terms of this letter as of
the date first written:

ESOTERIX, INC., a
Delaware corporation

By: 

Name: _____

Title: _____

ALLERGY TESTING LABORATORIES, INC.,
a Delaware corporation

By: 

Name: _____

Title: _____

APPLIED GENETICS, INC.,
a Delaware corporation

By: 

Name: _____

Title: _____

COLORADO COAGULATION CONSULTANTS, INC.,
a Delaware corporation

By: 

Name: _____

Title: _____

Payoff Letter

CYTOMETRY ASSOCIATES, INC.,
a Delaware corporation

By: [Signature]
Name: _____
Title: _____

ENDOCRINE SCIENCES, INC.,
a Delaware corporation

By: [Signature]
Name: _____
Title: _____

ESOTERIX MOLECULAR GENETICS, INC.,
a Delaware corporation

By: [Signature]
Name: _____
Title: _____

LONG BEACH GENETICS, INC.,
a Delaware corporation

By: [Signature]
Name: _____
Title: _____

THE ESOTERIX CENTER FOR CLINICAL TRIALS, INC.,
a Delaware corporation

By: [Signature]
Name: _____
Title: _____

THE ESOTERIX CENTER FOR INFECTIOUS DISEASE, INC.,
a Delaware corporation

By: [Signature]
Name: _____
Title: _____

Payoff Letter