

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eBioscience, Inc.		10/19/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rockland Immunochemicals, Inc.		
Street Address:	650 Englesville Road		
City:	Boyertown		
State/Country:	PENNSYLVANIA		
Postal Code:	19512		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77469639	TRUEBLOT	
Serial Number:	77469655	TRUEBLOT ULTRA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ryan.simon@ebioscience.com		
Correspondent Name:	Ryan M. Simon		
Address Line 1:	10255 Science Center Drive		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	ASSIGNMENT TRUEBLOT - TBU		
NAME OF SUBMITTER:	Ryan M. Simon		
Signature:	/RMS/		
Date:	02/07/2013		

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**Total Attachments: 25**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), is made and entered into as of the 19th day of October, 2012 (the "Agreement Date"), by and between EBIOSCIENCE, INC., having a place of business at 10255 Science Center Drive, San Diego, CA 92121 ("Seller"), and ROCKLAND IMMUNOCHEMICALS, INC., having a place of business at 650 Englesville Road, Boyertown, Pennsylvania 19512 (hereinafter referred to as "Buyer").

WHEREAS, Seller is in the business of manufacturing, marketing and selling certain products;

WHEREAS, Seller owns a Product Line and certain Inventory, Marketing Property and Intellectual Property relating to the Product Line as such terms are hereinafter defined;

WHEREAS, Seller desires to sell to Buyer the Product Line and certain of its Inventory, Marketing Property and Intellectual Property under the terms and conditions as set forth in this Agreement; and

WHEREAS, Buyer desires to purchase Seller's Product Line, Inventory, Marketing Property and Intellectual Property under the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:

### **1. Sale and Purchase of Assets; License Grant; Purchase Price, and Condition and Title to Inventory.**

**A. Sale and Purchase of Product Line, Inventory, Marketing Property and Intellectual Property.** Buyer shall purchase all of Seller's right, title and interest in and to the following assets (collectively the "Assets"):

[REDACTED]

(2) All of Seller's finished product, raw materials, work in process and material inventory records as set forth in Exhibit "D" attached hereto and made a part hereof (collectively, the "Inventory");

(3) certain of Seller's marketing product and technical data as set forth in Exhibit "D" and all material marketing product and material technical data, related to the manufacturing, production, marketing and sale of the Product Line (collectively, the "Marketing Property"); and

(4) certain of Seller's intellectual property rights as set forth in Exhibit "D" and all material intellectual property related to the manufacturing, production, marketing and sale of the Product Line (collectively, the "Intellectual Property").

[REDACTED]

[REDACTED]

[REDACTED]

**C. Purchase Price.** The purchase price for the Product Line, Inventory, Marketing Property, Intellectual Property, and Intellectual Property License shall be [REDACTED] (the "Purchase Price"). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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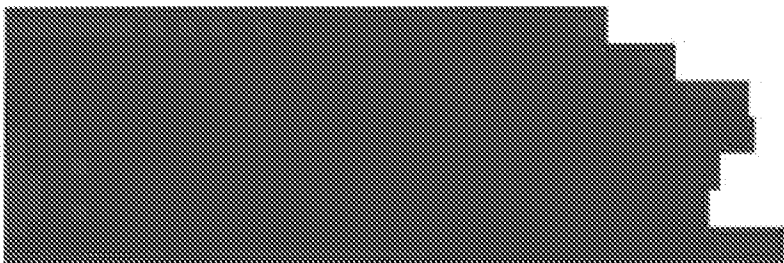
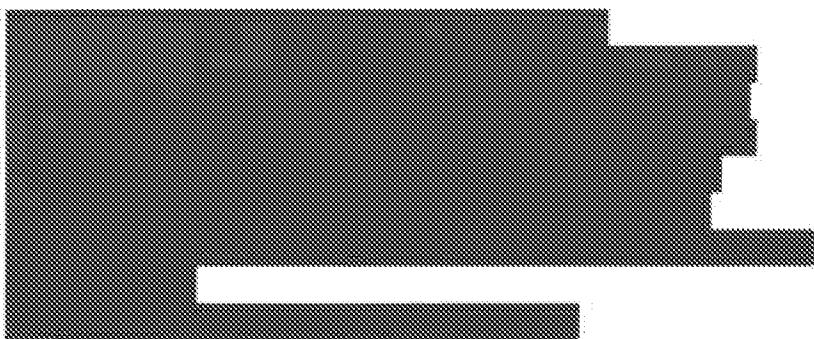
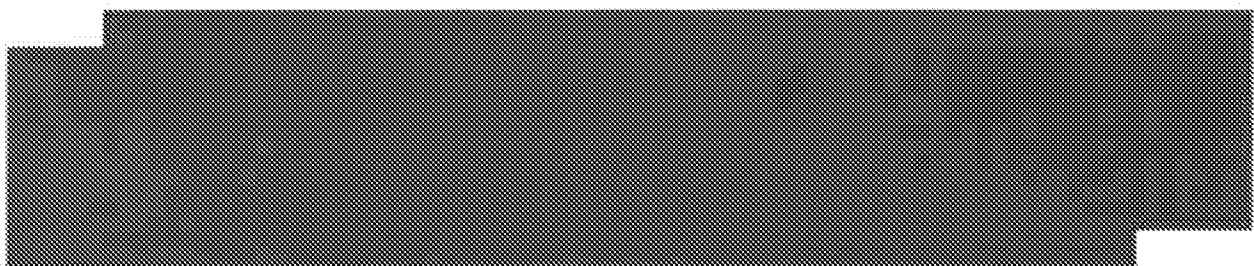
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23. **Counterparts.** This Agreement may be executed in two or more counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which shall constitute the same instrument, and may be

executed by e-mail or facsimile. Facsimile signatures or copies of original signatures delivered by e-mail of this Agreement shall have the same legal effect as original signatures.

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

**BUYER:**

**ROCKLAND IMMUNOCHEMICALS, INC.**

By: 

Name: Richard H. Smith

Title: Chief Operating Officer

**SELLER:**

**EBIOSCIENCE, INC.**

By: 

Name: Don Tartre

Title: General Manager

[REDACTED]

[REDACTED]

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EXHIBIT "D"

INVENTORY, MARKETING PROPERTY AND INTELLECTUAL  
PROPERTY

1.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

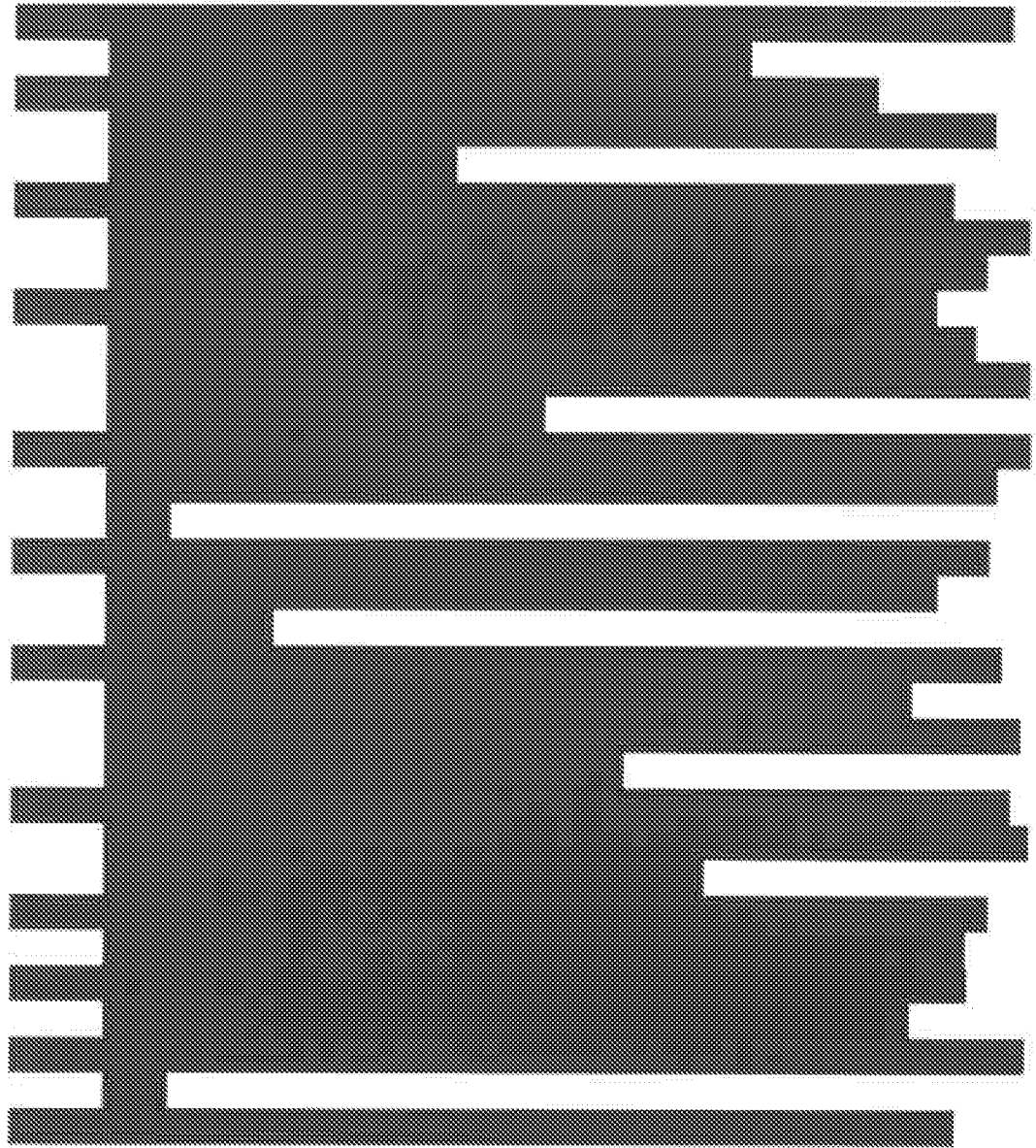
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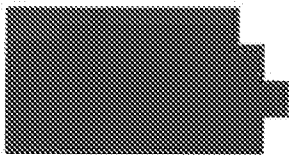
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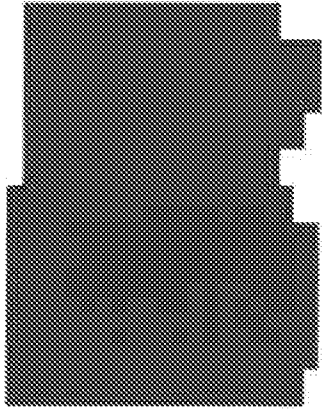


3. INTELLECTUAL PROPERTY

A. Trademarks

- (1) TrueBlot Ultra® (Reg. No. 3585904)
- (2) TrueBlot® (Reg. No. 3585903)









[REDACTED]

[REDACTED]

[REDACTED]

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