

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
Cypress Bioscience, Inc.		10/08/2010	CORPORATION: DELAWARE
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: NEW MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85069051	AVISE SLE	
CORRESPONDENCE DATA			
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Signature:	/Kirsten L. Thomson/		

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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

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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:

1. 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;

[Redacted]

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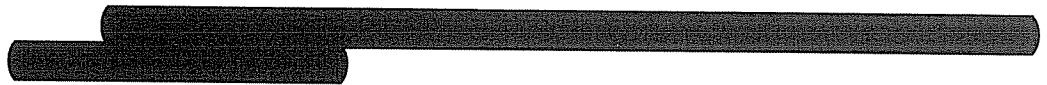
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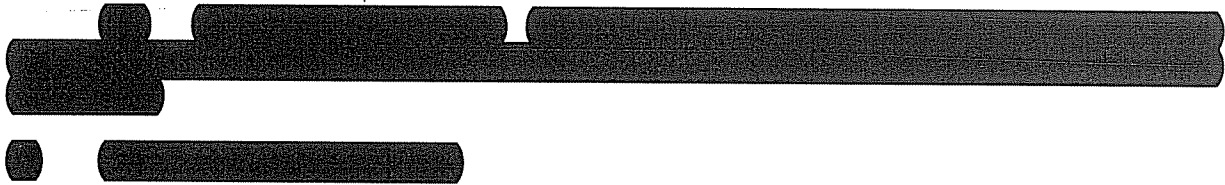
















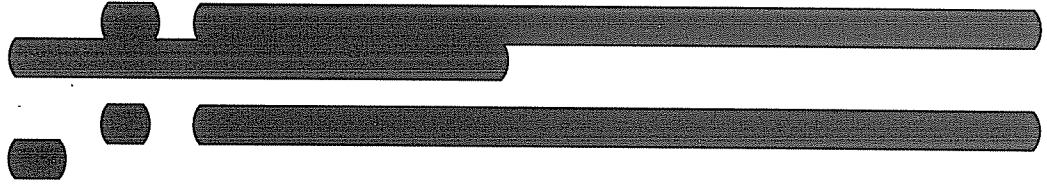










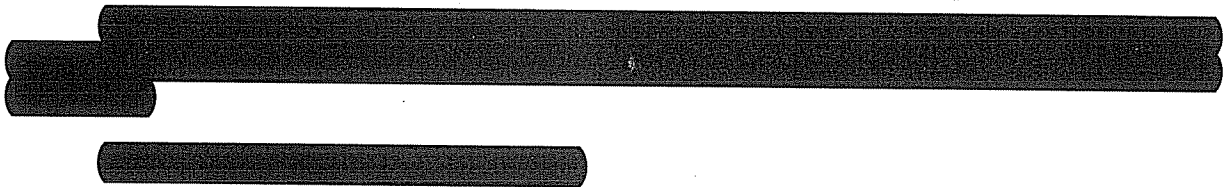








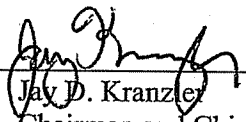




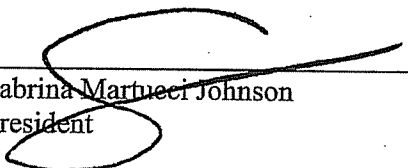


The Parties have caused this Asset Purchase Agreement to be executed as of the date first written above.

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]

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

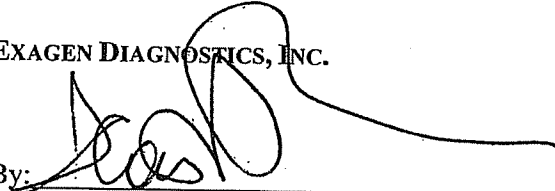
CYPRESS BIOSCIENCE, INC.

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]

EXHIBIT A
CERTAIN DEFINITIONS

[REDACTED]

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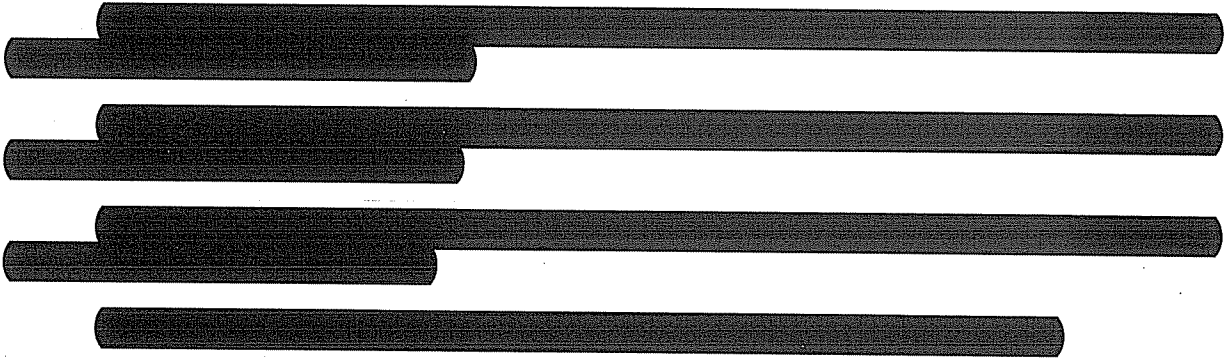
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TABLE OF EXHIBITS AND SCHEDULES

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

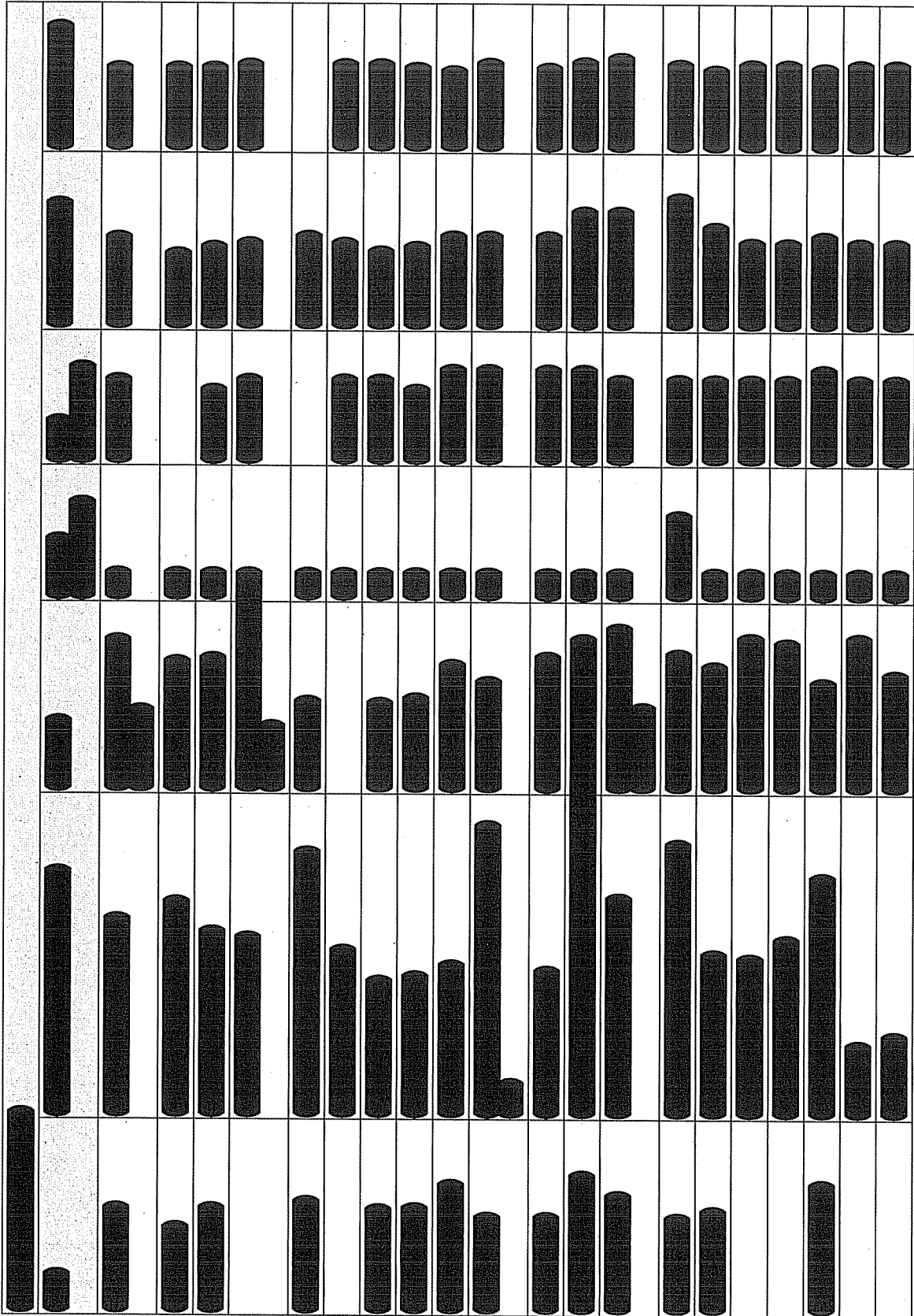
Contracts

1. See attached.

SCH 1-1
Contracts

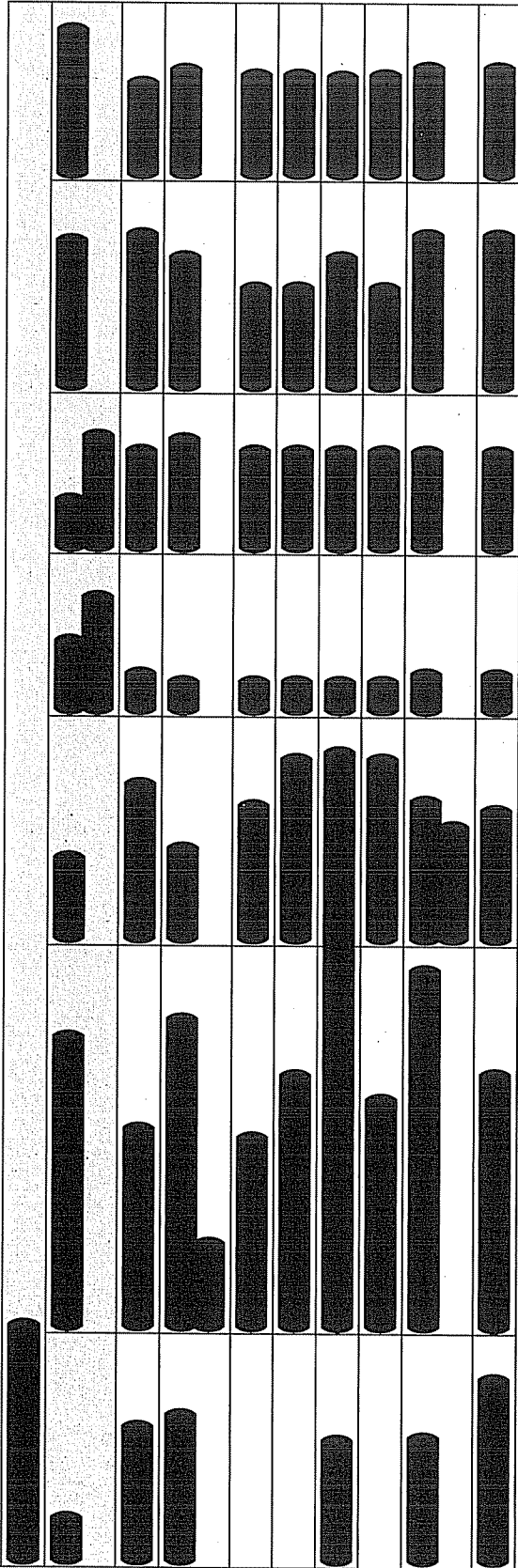
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SCH 1-8
Contracts

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SCH 1-9
Contracts

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SCH 1-10
Contracts

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License Agreements

SCH 1-13
Contracts

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SCHEDULE 2

Patents

























































SCH 2-1
Patents

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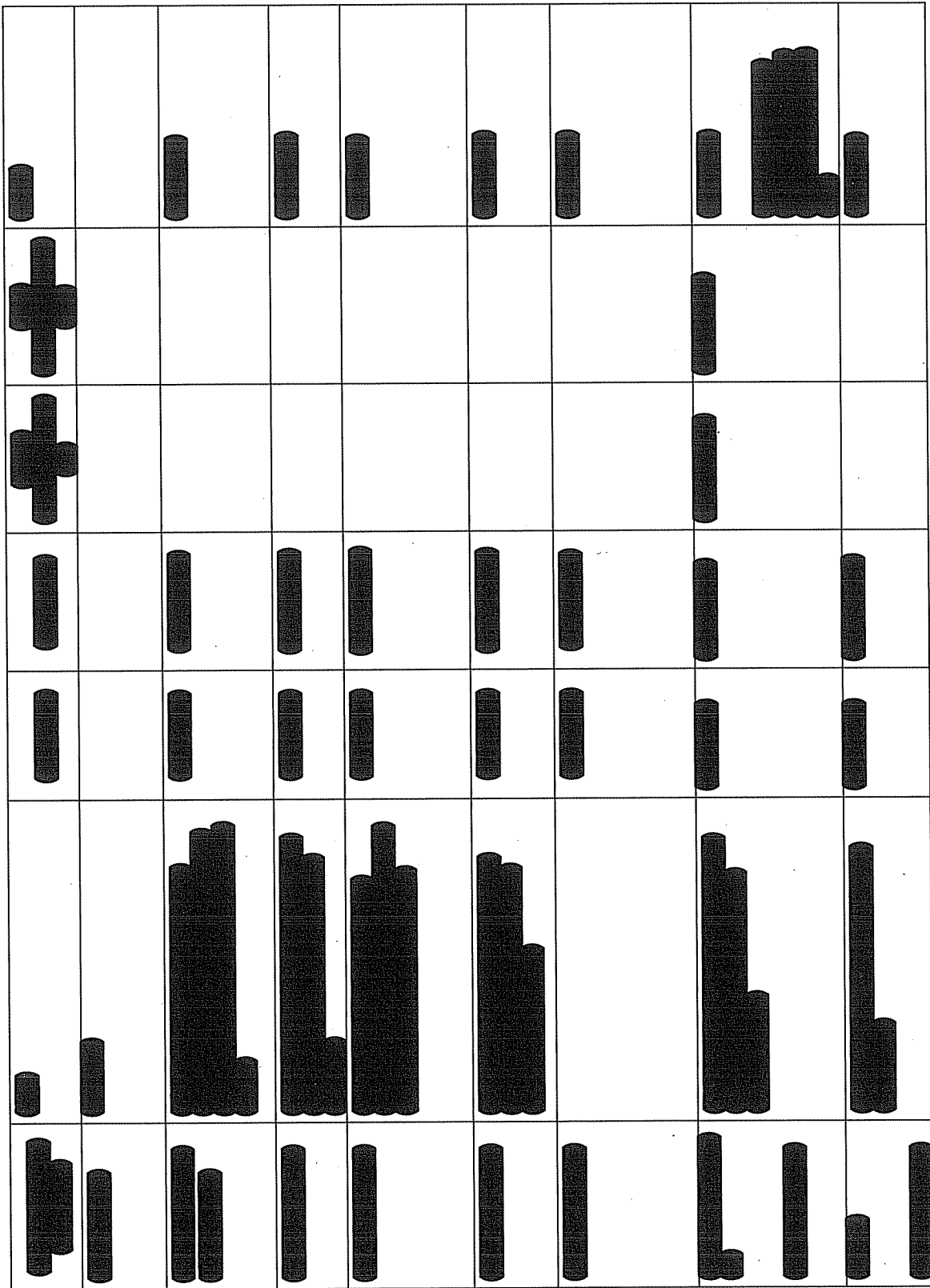
PATENTS

SCH 2-1

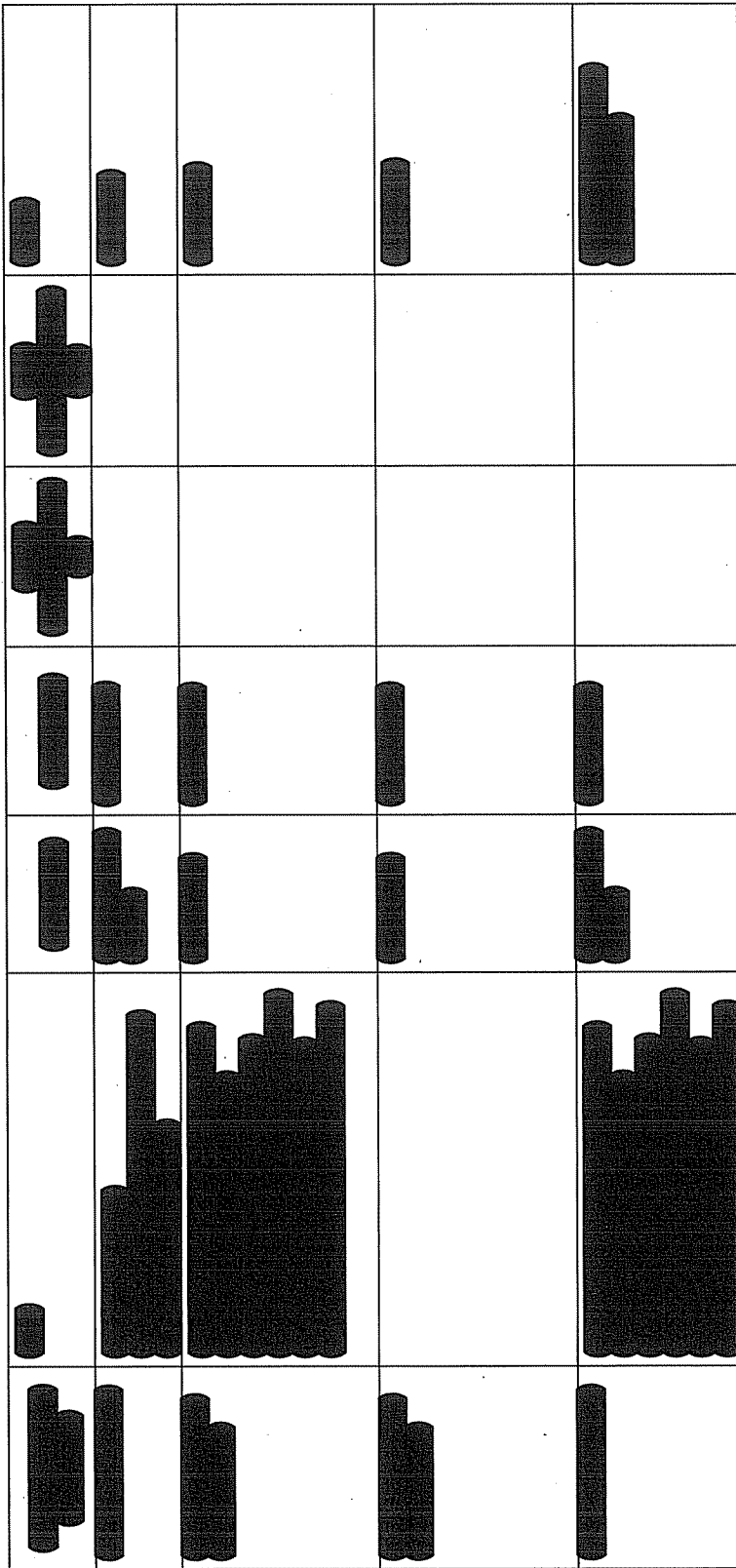
Patents

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SCH 2-2
 Patents

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SCH 2-3
Patents

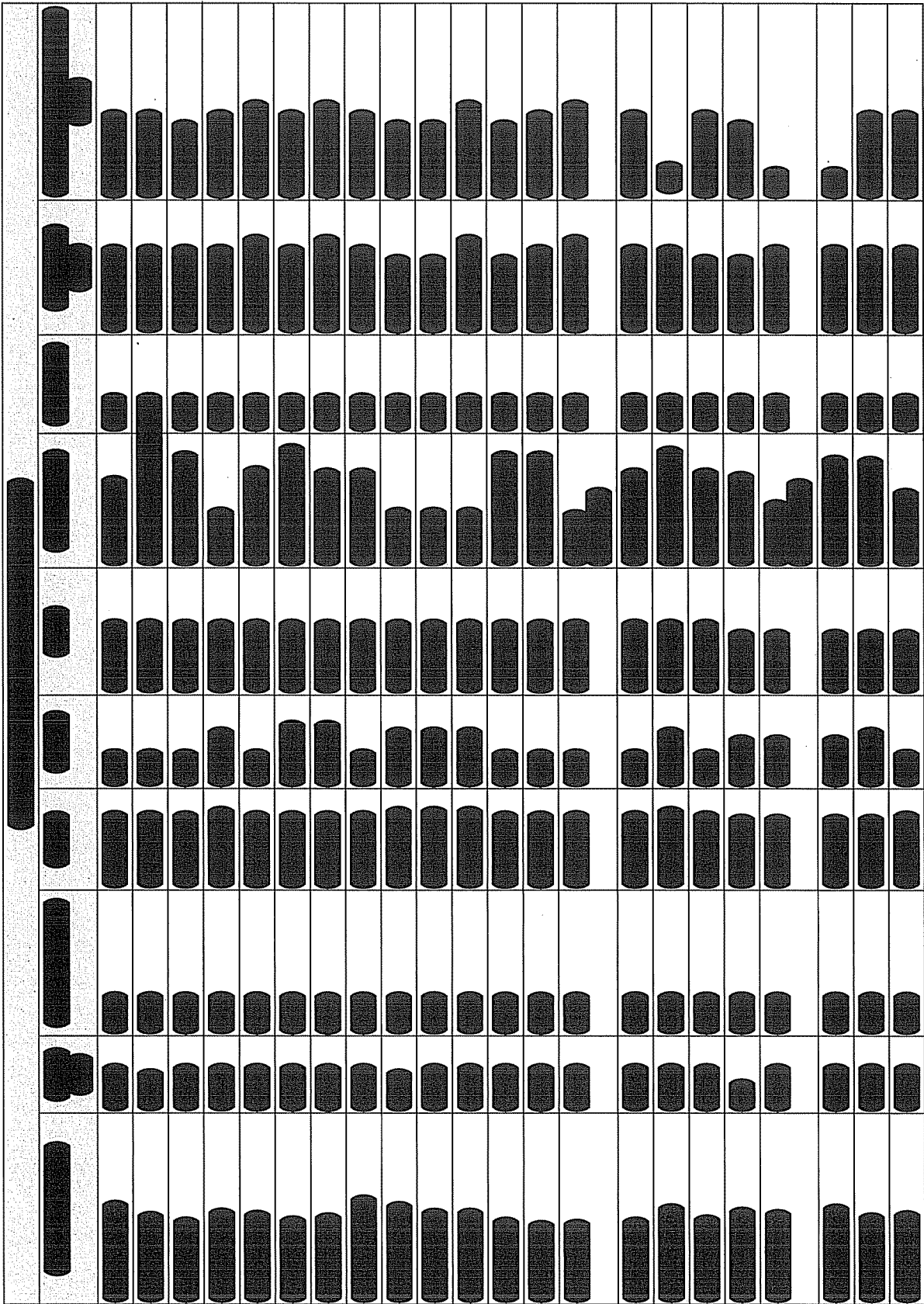
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SCHEDULE 3

Equipment

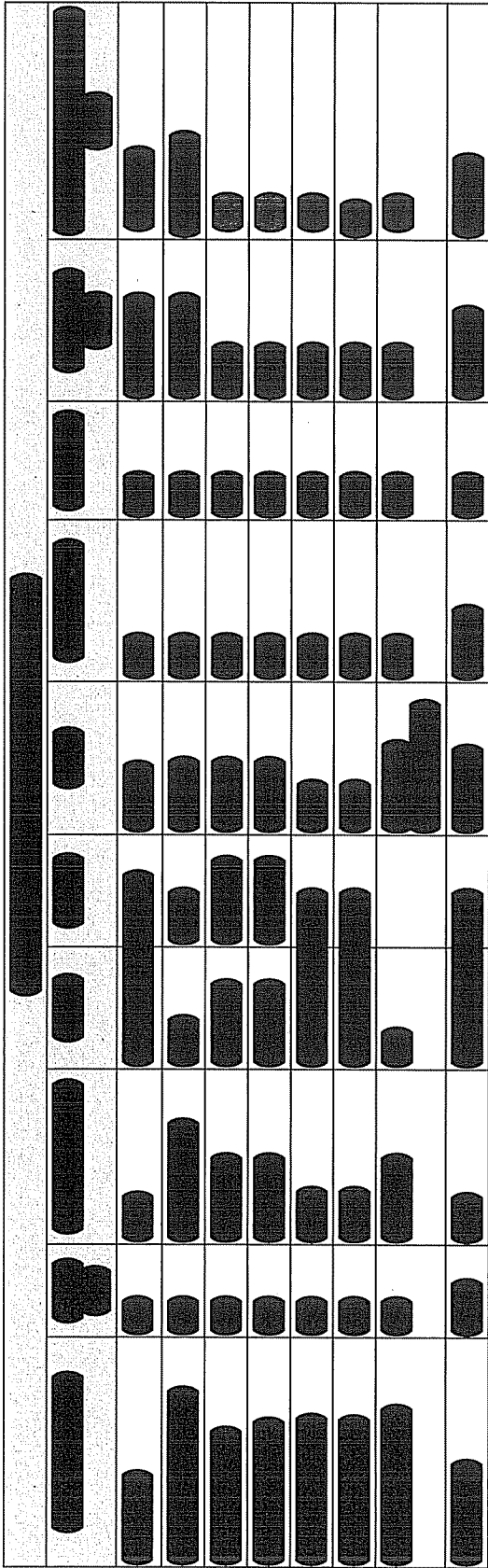
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SCH 3-1
Equipment



SCH 3-2
Equipment

688616 v6/SD



SCH 3-3
Equipment

688616 v6/SD

SCHEDULE 4

Trademarks

1. See attached.

SCH 4-1
Trademarks

688616 v6/SD


TRADEMARK
REEL: 005007 FRAME: 0072

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

TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG NO./ ISSUE DATE	GOODS/SERVICES	STATUS
AVISE MCV	U.S.	77567183 September 10, 2008	N/A	<p>hematological disorders and pain management</p> <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; medical laboratory antibody testing services for detecting mutated citrullinated vimentin; medical laboratory services for detecting, providing prognosis and monitoring rheumatoid arthritis disease in patients</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 13, 2009; Statement of Use filed</p>

SCH 4-3
Trademarks

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

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>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</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>

SCH 4-5
Trademarks

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

SCH 4-6
Trademarks

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 Class 44: Health care for treating rheumatological,</p>	

SCH 4-7
Trademarks

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	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

SCHEDULE 5
Consents to be Obtained



SCH 5-1
Consents to be Obtained

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TRADEMARK
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SCHEDULE 5.6(a)

Listed Vendor Accounts

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SCH 5.6(a)-1
Listed Vendor Accounts

SCHEDULE 5.6(b)

Operating Costs and Expenses

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SCH 5.6(b)-1
Operating Costs and Expenses

SCHEDULE 5.8

Procedures Relating to Accounts Receivable

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SCH 5.8-1
Procedures Relating to Accounts Receivable

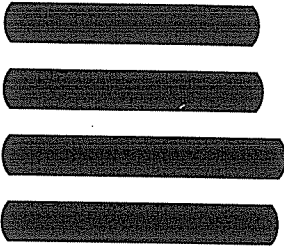


SCH 5.8-2
Procedures Relating to Accounts Receivable

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SCHEDULE 6
Specified Employees



SCH 6-1
Specified Employees

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