

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE AGREEMENT WHICH ASSIGNS THE ENTIRE INTEREST AND GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
University of Washington		05/06/2013	STATE AGENCY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bio-Reference Laboratories, Inc.		
Street Address:	481 Edward H. Ross Drive		
City:	Elmwood Park		
State/Country:	NEW JERSEY		
Postal Code:	07407		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85860931	GENETESTS	
CORRESPONDENCE DATA			
Fax Number:	7322547630		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	732-254-5155		
Email:	Lessler@Compuserve.com		
Correspondent Name:	Arthur L. Lessler		
Address Line 1:	540 Old Bridge Turnpike		
Address Line 4:	South River, NEW JERSEY 08882		
NAME OF SUBMITTER:	Arthur L. Lessler		
Signature:	/Arthur L. Lessler/		
Date:	07/20/2013		

OP \$40.00 85860931

**Total Attachments: 5**

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**TECHNOLOGY LICENSE AGREEMENT**

This License Agreement ("Agreement") is dated and effective as of the date of last signature (the "Effective Date"), and is made by and between the University of Washington, a public institution of higher education and an agency of the state of Washington, acting through UW Center for Commercialization, Technology Licensing ("University"), and BioReference Laboratories, Inc, a corporation under the laws of the state of New Jersey ("Company"), (individually "Party" or collectively "Parties").

**Background**

University has developed GeneTests to serve clinicians needing genetic testing resources through University development by Dr. Roberta Pagon. This site is embodied by uniform resource locators (URLs), trademark and technical documentation ("Licensed Assets" as further defined below);

Company plans to further commercialize the Licensed Asset, and desires to obtain rights from University for the commercial development and maintenance of Licensed Asset, in accordance with the terms and conditions of this Agreement, and University is willing to grant those rights so that Licensed Asset may be developed for commercial purposes and maintained for use in the public interest;

Company plans to make Licensed Asset available to the public in as many forms and fields as commercially reasonable;

Company desires that University grant it rights to use, develop, and commercialize the Licensed Asset; and

University is willing to grant a license on the terms set forth below,

**NOW, THEREFORE,** the Parties agree that:

For purposes of interpreting this Agreement, the following terms have the following meanings ascribed to them:

**3. Grant of License**

University grants to Company, and Company hereby accepts all right, title and interest in and to the Licensed Assets, including all rights to prepare derivative marks, all goodwill, and all other rights with respect to the trademark, as described on Exhibit A.

**4. Delivery of Licensed Asset**

University shall deliver Licensed Asset to Company at a time and in a format mutually agreed to by the Parties.

**7. Payments**

7.1. Payments. Company shall deliver to University the payments specified in Exhibit A of this Agreement. Company shall make such payments by check, wire transfer, or any other mutually agreed-upon and generally accepted method of payment. All checks to University will be made payable to "University of Washington" and will be mailed to the address specified in Article 20 "Notices" of this Agreement and will include the University project number # 45749 and University agreement # 32754A. Upon request, University shall deliver to Company written wire transfer instructions.

28. Entire Agreement

This Agreement (including all attachments, exhibits, and amendments) is the final and complete understanding between the Parties concerning licensing the Licensed Asset. This Agreement supersedes any and all prior or contemporaneous negotiations, representations, and agreements, whether written or oral, concerning the Licensed Asset. This Agreement may not be modified in any manner, except by written agreement signed by an authorized representative of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives.

University of Washington

BioReference

By: 

By: Amar Kamath

Name: Fiona Wills, PhD, MBA

Name: AMAR KAMATH

Title: Director, Technology Licensing, UW Center for Commercialization

Title: VP MARKETING

Date: 5/6/13

Date: 5/2/2013

Exhibit A

A1. Licensed Assets and Technical Documentation:

A1.1 Licensed Assets

Trademark	Date filed	Application Number	Status
GENETESTS	02/26/2013	85860931	Pending

A2. Payments (Section 5.1):

A2.1 Up-front Payment. Company shall pay to University within 14 days of the Effective Date, the amount of US\$ \_\_\_\_\_ as an up-front payment. This up-front payment shall be non-refundable and not creditable against future payment obligations.