

05-10-1999

orney Docket No. 018487-000100US

DEPARTMENT OF COMMERCE
Patents and Trademark Office

FORM PTO-1594
1-31-92

RECORDATIC
TRAI



101032763

of.

To the Honorable Commissioner of Patents and Trademarks. Please rec

1. Name of conveying party(ies):
Biologic Health Resources, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Nevada **5.3.99**
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Name: Millennium Health, Inc.
Internal Address:
Street Address: 4669 Old Ironsides Drive, Suite 120
City: Santa Clara State: CA ZIP: 95054

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State: Delaware
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names and addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: April 21, 1999

4. Application Number(s) or Registration Number(s).
A. Trademark Application No(s): 75/324,914

B. Trademark Registration No(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert J. Bennett, Esq.
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

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6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed Charge Fees to Deposit Account
 Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Robert J. Bennett, Reg. 27,533 Name of Person Signing		4-28-99 Date
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Total number of pages including cover sheet, attachments and document: 2

10. Change Correspondence Address to that of Part 5? Yes No
OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover to:
Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made from Biologic Health Resources, LLC a Nevada corporation, whose principal place of business is 4699 Old Ironsides Drive, Santa Clara, California 95054 (hereinafter "Assignor"), to Millennium Health, Inc., a Delaware corporation having a business address of 4699 Old Ironsides Drive, Suite 120, Santa Clara, California 95054 (hereinafter "Assignee").

WHEREAS, Assignor claims and warrants that it owns all rights, title and interest of every kind, nature or description in and to the trademark "RX and design" (hereinafter "the Mark"), including the U.S. Trademark Application for Registration therefor, filed July 15, 1997, and assigned Serial No. 75/324,914, all goodwill of the business pertaining thereto, all rights to use or register the Mark or collect royalties for the licensing thereof, and all claims for infringement thereof (hereinafter "All Rights in the Mark"); and,

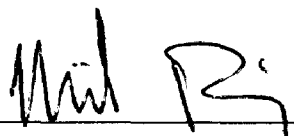
WHEREAS, Assignor and Assignee wish for Assignee to acquire All Rights in the Mark (including the above-referenced U.S. Trademark Application for Registration and all good will of the business pertaining thereto).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Mark, including the entire right, title and interest it may hold in an to the Mark, and all past, present and future registrations and applications therefor, including but not limited to above-identified U.S. Trademark Application for Registration, together with the whole of the good will of the business pertaining thereto. The rights of Assignee at common law and/or to the end of the term or terms of which registration of the Mark may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of the Mark and damages by reason of past infringement(s) of the Mark, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

In Witness Hereof, Assignor has executed this Assignment effective as of

Dated: 4/21/99

(Please Print or Type)

By: 

Name: Michael D. Ping

Title: Chief Executive Officer