

MRID 9-14-99

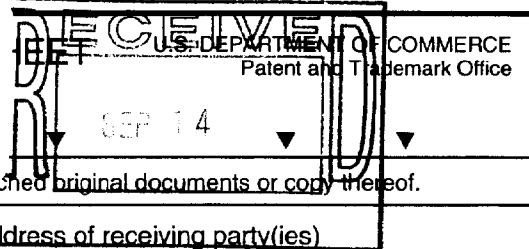
FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECC

09-21-1999



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Oxis Health Products, Inc.

9.14.99

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State of Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: June 28, 1999

2. Name and address of receiving party(ies)

Name: Opas Diagnostics Inc.

Internal Address:

Street Address: One Parker Plaza

City: Fort Lee State: NJ ZIP: 07024

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

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

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,005,698

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thelen Reid & Priest LLP

Internal Address: Paul J. Sutton

Street Address: 40 West 57th Street

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

18-0805 Thelen Reid & Priest LLP

Any additional charges, charge Deposit Account 18-0805 (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 information is true and correct and any attached copy is a true copy of the original document.

Paul J. Sutton

Name of Person Signing

Signature

September 13, 1999

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK

REEL: 001961 FRAME: 0293

ASSIGNMENT OF TRADEMARK

WHEREAS, Oxis Health Products, Inc., a Delaware corporation ("Assignor"), is the sole and exclusive owner of the entire right, title and interest in and to the registered trademark:

"INNOFLUOR,"
U.S. registration no. 2,005,698

(the "Mark"), including variations thereof and the goodwill of the business associated therewith, which Mark is used by Assignor in connection with therapeutic drug monitoring assays;

WHEREAS, Opus Diagnostics Inc., a Delaware corporation ("Assignee"), is desirous of acquiring the Mark and the registrations thereof, together with all goodwill associated therewith; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof, providing for, among other things, the sale of the Mark by Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and set over to Assignee all right, title and interest in and to the Mark throughout the world, together with the goodwill of the business symbolized by the Mark and the registration thereof, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the date of the signing of this Assignment or thereafter, including, without limitation, all claims for damages by reason of present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Mark are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal

representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Mark; (2) in the prosecution and defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

This Assignment is executed pursuant to, and is not intended to limit, alter or amend the terms of the Asset Purchase Agreement by and between Assignor and Assignee of even date herewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademark to be duly executed as of the date set forth below.

OXIS HEALTH PRODUCTS, INC.

By: Humberto V. Vazquez
Name:
Title President

Date: June 28, 1999

STATE OF Oregon)
) SS:
COUNTY OF Multnomah

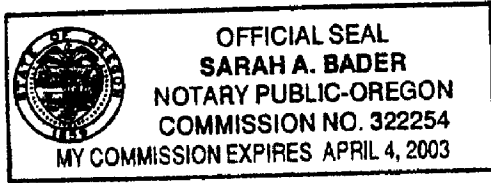
On this 28th day of June, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Humberto V. Reyes,

personally known to me

proven to me on the basis of satisfactory evidence

to be the PRESIDENT of Oxis Health Products, Inc., the Delaware corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument.

WITNESS my hand and official seal.



Sarah A. Bader
Notary Public
in and for said County and State