

03-27-2001



101650335

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

3.12.01

Tab settings

To the Honorable Comm.

record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BIO 101, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: February 27, 2001

2. Name and address of receiving party(ies)

Name: QBIOgene, Inc.

Internal Address:

Street Address: 2251 Rutherford Road

City: Carlsbad State: CA ZIP: 92008

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

03/26/2001 GTON11 00000092 718968

Additional numbers attached? Yes No

718 968

01 FC:481 40.00 DP
02 FC:482 1175.00 DP

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

Name: Neil K. Nydegger

Internal Address: NYDEGGER & ASSOCIATES

Refund Ref:
03/26/2001 GTON11 0000103232

CHECK Refund Total: \$705.00

Street Address: 348 Olive Street

City: San Diego State: CA ZIP: 92103

6. Total number of applications and registrations involved: 48

7. Total fee (37 CFR 3.41).....\$1,920.00

Enclosed #13170

Authorized to be charged to deposit account

8. Deposit account number:

14-1519

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Neil K. Nydegger
Name of Person Signing

Neil K. Nydegger
Signature

March 8, 2001
Date

Total number of pages including cover sheet, attachments, and document: 7

SCHEDULE A

<u>DOCKET</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>DATE FILED SERIAL NO.</u>	<u>DATE ISSUED TRADEMARK NO.</u>
11258.2	GENECLEAN Trademark (Class 01)	USA	03/28/88 718,968	02/07/89 1,523,066
11258.2a	GENECLEAN Trademark	France	07/22/92 92 427 904	07/22/92 92 427 904
11258.2b	GENECLEAN Trademark	Germany	04/14/94 2062207	04/14/94 2062270
11258.2c	GENECLEAN Trademark	Japan	4-124896	01/31/96 3119470
11258.2d	GENECLEAN Trademark	U.K.		1,502,363
11258.3	GENECLEAN Trademark (Class 05)	USA	03/28/88 718,815	01/31/89 1,522,346
11258.4	GLASSMILK Trademark (Class 01)	USA	03/28/88 719,058	10/31/89 1,562,867
11258.4a	GLASSMILK Trademark	France		07/23/92 92 427 905
11258.4b	GLASSMILK Trademark	Germany		02/05/93 2029736
11258.4c	GLASSMILK Trademark	Japan		12/22/94 30112214
11258.4d	GLASSMILK Trademark	U.K.		1,502,367
11258.5	GLASSMILK Trademark (Class 05)	USA	03/28/88 718,813	10/17/89 1,560,415
11258.6	BIO 101 Trademark (Class 01)	USA	05/03/89 73/797,443	11/13/90 1,621,804
11258.7	FASTPREP and Design Trademark (Class 09)	USA	08/29/94 74/566,552	11/05/96 2,014,219
11258.8	CIRCLE PREP and Design Trademark (Class 01)	USA	09/01/89 73/823,376	05/15/90 1,595,917
11258.9	CAP AND MOLLY Trademark (Class 01)	USA	03/28/94 74/506,120	03/05/96 1,959,622
11258.10	CAP AND MOLLY Trademark (Class 05)	USA	08/28/94 74/506,121	01/16/96 1,947,992
11258.11	CIRCLEGROW Trademark (Class 01)	USA	09/01/89 73/823,373	06/05/90 1,599,069
11258.12	FASTPREP Trademark (Class 09)	USA	07/29/94 74/555,133	11/05/96 2,014,204
11258.13	FASTRNA Trademark (Class 01)	USA	07/29/94 74/550,026	8/06/96 1,991,859

SCHEDULE A

<u>DOCKET</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>DATE FILED SERIAL NO.</u>	<u>DATE ISSUED TRADEMARK NO.</u>
11258.14	FASTRNA Trademark (Class 05)	USA	07/29/94 74/555,023	10/22/96 2,010,660
11258.15	MERLIN Trademark (Class 01)	USA	1/22/96 75/046,726	12/03/96 2,020,985
11258.16	MERLIN Trademark (Class 05)	USA	10/29/93 74/451,941	02/06/96 1,955,298
11258.17	SPIN and Design Trademark (Class 01)	USA	02/13/95 74/633,142	04/16/96 1,968,119
11258.18	SPIN and Design Trademark (Class 05)	USA	02/13/95 74/633,143	05/28/96 1,976,139
11258.19	SUPERCOLLIDER Trademark (Class 09)	USA	07/29/94 74/555,017	05/14/96 1,974,279
11258.20	RPM Trademark (Class 05)	USA	12/15/92 74/340,257	08/24/93 1,789,095
11258.21	RPM Trademark (Class 01)	USA	12/15/92 74/340,258	12/07/93 1,808,692
11258.22	ASEERASE Trademark (Class 05)	USA	04/14/97 75/273,425	08/18/98 2,182,061
11258.23	ASEERASE Trademark (Class 01)	USA	04/14/97 75/273,426	08/18/98 2,182,062
11258.24	FOR AMAZING TURNAROUND Trademark (Class 40)	USA	01/16/96 75/043,652	06/03/97 2,066,543
11258.25	BIORACK 3D Trademark (Class 09)	USA	09/20/90 74/098,641	05/19/92 1,687,638
11258.26	BIOFLOAT Trademark (Class 09)	USA	09/20/90 74/098,642	05/19/92 1,687,639
11258.27	GNOME (stylized) Trademark (Class 05)	USA	03/25/92 74/258,829	08/10/93 1,786,435
11258.28	GNOME (stylized) Trademark (Class 01)	USA	03/25/92 74/258,830	08/10/93 1,786,371
11258.29	GLASSFOG Trademark (Class 05)	USA	09/20/90 74/098,643	10/22/91 1,661,420
11258.30	GLASSFOG Trademark (Class 01)	USA	09/20/90 74/098,644	12/24/91 1,669,045
11258.31	QUICK KIT and Design Trademark (Class 01)	USA	03/25/92 74/258,833	03/16/93 1,757,828
11258.33	MERMAID Trademark (Class 01)	USA	09/20/90 74/098,640	10/22/91 1,661,352
11258.34	MERMAID Trademark (Class 05)	USA	09/20/90 74/098,639	11/05/91 1,661,355

SCHEDULE A

<u>DOCKET</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>DATE FILED</u> <u>SERIAL NO.</u>	<u>DATE ISSUED</u> <u>TRADEMARK</u> <u>NO.</u>
11258.35	RNAID Trademark (Class 01)	USA	10/09/90 74/104,787	11/05/91 1,663,155
11258.36	RNAID Trademark (Class 05)	USA	10/09/90 74/104,786	10/22/91 1,661,423
11258.37	RNAMATRIX Trademark (Class 05)	USA	10/26/90 74/109,477	11/24/92 1,734,311
11258.38	MERLIN Trademark (Class 40)	USA	01/16/96 75/043,653	06/10/97 2,068,888
11258.39	SAFEKIT Trademark (Class 05)	USA	02/18/97 75/244,899	09/22/98 2,190,448
11258.40	SAFEKIT Trademark (Class 01)	USA	02/18/97 75/243,686	07/07/98 2,170,993
11258.41	TBE MODIFIER Trademark (Class 05)	USA	12/21/92 74/341,737	08/17/93 1,787,813
11258.42	TBE MODIFIER Trademark (Class 01)	USA	12/21/92 74/341,736	08/03/93 1,785,088
11258.43	TRIPLE CHECK Trademark (Class 09)	USA	12/21/92 74/341,738	07/27/93 1,783,995
11258.44	RNASE ERASE Trademark (Class 01)	USA	07/15/96 75/133,661	09/16/97 2,097,193
11258.45	RNASE ERASE Trademark (Class 05)	USA	07/15/96 75/133,660	09/02/97 2,092,948
11258.46	FASTDNA Trademark (Class 05)	USA	11/29/95 75/025,395	10/08/99 2,006,345
11258.47	FASTDNA Trademark (Class 01)	USA	11/29/95 75/025,394	10/08/96 2,006,344
11258.48	COSMOS Trademark (Class 05)	USA	10/29/93 74/451,939	05/14/96 1,973,973
11258.49	WE HAVE YOUR TIME IN MIND Trademark (Class 01)	USA	03/05/89 73/797,421	10/23/90 1,618,232
11258.50	SPEEDPREP Trademark (Class 09)	USA	07/29/94 74/555,025	05/14/96 1,974,280

ASSIGNMENT

WHEREAS, BIO 101, Inc., (hereinafter referred to as Assignor), a corporation of the State of California, having a principal place of business at 2251 Rutherford Road, Carlsbad, California 92008 has adopted, used, is using, and is the owner of all right, title, and interest in and to the trademarks (hereinafter referred to as the Marks), which were registered in the United States Patent and Trademark Office as set forth on the attached Schedule A; and

WHEREAS, QBIOgene, Inc., (hereinafter referred to as Assignee), a corporation of the State of California, having a principal place of business at 2251 Rutherford Road, Carlsbad, California 92008, is desirous of acquiring the entire right, title, and interest in and to the Marks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE the entire right, title and interest including the right to sue for past infringement in and to the Marks and the identified registrations thereof set forth in Schedule A, together with the goodwill of the business symbolized by and associated with the Marks.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks, to issue any and all certificates of registration of the Marks to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

