

11-29-2001



To the Honorable Commissioner of

101902887

original documents or copy thereof.

1. Name of Conveying party(ies):
 Intergrated Diagnostics, Inc. 11.26.01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Maryland
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: PanBio InDx, Inc.

Internal Address: _____

Street Address: 1756 Sulphur Spring Road

City: Baltimore State: MD ZIP: 21227

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Maryland
 Other _____

If assignee is not domiciled in the United States, a designation of domestic representative is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) and address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 18, 1999

4. Application number(s) or trademark registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
1,665,755

Additional numbers attached: Yes No

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

Name: Neil F. Greenblum

Internal Address: T12367

Street Address: GREENBLUM & BERNSTEIN, P.L.C.
1941 Roland Clarke Place

City: Reston State: VA ZIP: 20191

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:
19-0089
 (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.

HANNO RITNER [Signature] 11/26/01
 Neil F. Greenblum, Reg. No. 28,394
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 3

11/28/2001 DBYRME 00000024 1665755 40.00 DP
 01 FC:481
 Mail documents to be recorded with required cover sheet information to:
 Assistant Commissioner for Trademarks, Box Assignments
 2900 Crystal Drive, Arlington, VA 22202-3513

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "*Bill of Sale*") is entered into on this 18th day of November, 1999, by and between Integrated Diagnostics, Inc., a Maryland Corporation to be known in the future as HSJ, Inc. ("*Assignor*") and PanBio InDx, Inc., a Maryland corporation ("*Assignee*").

WHEREAS, pursuant to the terms of the Asset Purchase Agreement dated November 16, 1999, (the "*Purchase Agreement*") by and among the Assignor, the Assignee, and the Seller Stockholders named therein, Assignor has agreed to contribute, transfer and assign to Assignee substantially all of Assignor's assets and related rights, and Assignee has agreed to accept such assignment on the terms set forth herein;

WHEREAS, this Bill of Sale is being executed and delivered by Assignor to Assignee in connection with the Closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the payment of the Purchase Price by Assignee to Assignor, the mutual agreements of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

1. **Definitions.** Capitalized terms used herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. **Transfer and Assignment.** Assignor does hereby sell, transfer, assign, convey, and deliver to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Acquired Assets.

3. **Further Assurances.** Assignor hereby covenants that at any time and from time to time after the date hereof, it shall, upon the written request of Assignee, promptly execute and deliver, or cause to be executed and delivered to Assignee, all such other and further instruments of sale, conveyance, assignment or transfer and all such notices, releases, deeds, consents, bills of sale, endorsements, powers of attorney and other documents, and to do or cause to be done all such other acts and things as may be necessary in order to more fully sell, convey, assign and transfer to and vest in Assignee all of the Acquired Assets, or otherwise to carry out or evidence the terms of this Bill of Sale.

4. **No Effect on Purchase Agreement.** Nothing contained in this Bill of Sale shall supersede, modify, limit, eliminate or otherwise effect any of the representations and warranties, covenants, agreements or indemnities set forth in the Purchase Agreement, each of which are incorporated herein by this reference and shall survive the execution and delivery hereof as provided for in the Purchase Agreement. In the event of any inconsistency or conflict between

the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement shall prevail.

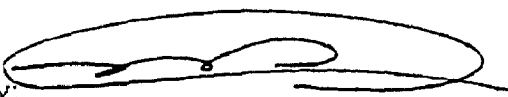
5. **Successors and Assigns.** All of the terms and provisions of this Bill of Sale shall be binding upon each party hereto and their respective successors and assigns, and shall inure to the benefit of each other party and its successors and assigns.

6. **Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment and Bill of Sale as of the date first above written.

ASSIGNOR:

Integrated Diagnostics, Inc., a Maryland corporation, to be known in the future as HSJ, Inc.

By: 
Name: Helene Paxton
Title: President

ASSIGNEE:

PanBio InDx, Inc., a Maryland corporation

By: 
Name: Matt Bridger
Title: President