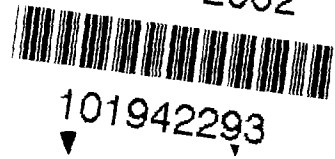


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Dharmacon Research, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Colorado [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: Stephen A. Scaringe Internal Address: Street Address: 1376 Miners Drive #101 City: Lafayette State: CO Zip: 80026 [X] Individual(s) citizenship US [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] 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

3. Nature of conveyance: [X] Assignment effective 10/16/01 [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: November 28, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,313,754; 2,318,507; 2,230,460; 2,230,461; 2,228,061 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Carin Kutcipal, Esq. Internal Address: Street Address: Hogan & Hartson LLP 1800 Broadway, Suite 200 City: Boulder State: CO Zip: 80302

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41): \$ 140.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 08-2250

DO NOT USE THIS SPACE

9. Signature: Susan L. Martin Name of Person Signing Signature Date December 13, 2001 Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/10/2002 6TOM11 00000131 2313754 01 FC:481 02 FC:482 40.00 OP 100.00 OP

TRADEMARK REEL: 002419 FRAME: 0611

IN THE UNITED STATES TRADEMARK OFFICE

Mark: Design
Registration Number: 2,230,460

TRADEMARK ASSIGNMENT

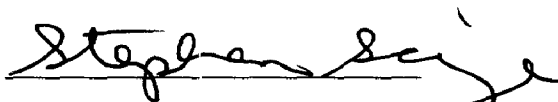
WHEREAS, Dharmacon Research, Inc., a dissolved Colorado corporation, with offices located at 1376 Miners Drive, Suite 200, Lafayette, Colorado 80026 (the "*Assignor*"). owns the federal service mark registration of the mark "Design", which is registered in the United States Patent and Trademark Office, Registration No. 2,230,460 dated March 9, 1999 (the "*Mark*").

WHEREAS, Assignor has assigned to Stephen A. Scaringe, an individual ("*Assignee*"), all right, title and interest in and to the Mark, including the registration thereof, pursuant to the terms of that certain Contribution Agreement dated as of October 16, 2001.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, effective as of October 16, 2001, all of Assignor's right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the right to sue and collect damages and/or profits for past infringements of the Mark.

Dated: November 28, 2001

DHARMACON RESEARCH, INC.

By: 

Name Stephen A. Scaringe

Title: President

IN THE UNITED STATES TRADEMARK OFFICE

Mark: DHARMACON
Registration Number: 2,230,461

TRADEMARK ASSIGNMENT

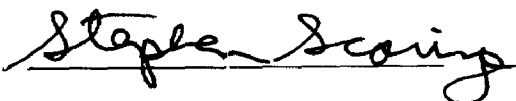
WHEREAS, Dharmacon Research, Inc., a dissolved Colorado corporation, with offices located at 1376 Miners Drive, Suite 200, Lafayette, Colorado 80026 (the "*Assignor*"), owns the federal service mark registration of the mark "DHARMACON", which is registered in the United States Patent and Trademark Office, Registration No. 2,230,461 dated March 9, 1999 (the "*Mark*").

WHEREAS, Assignor has assigned to Stephen A. Scaringe, an individual ("*Assignee*"), all right, title and interest in and to the Mark, including the registration thereof, pursuant to the terms of that certain Contribution Agreement dated as of October 16, 2001.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, effective as of October 16, 2001, all of Assignor's right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the right to sue and collect damages and/or profits for past infringements of the Mark.

Dated: November 28, 2001

DHARMACON RESEARCH, INC.

By: 

Name Stephen A. Scaringe

Title: President

IN THE UNITED STATES TRADEMARK OFFICE

Mark: ACE

Registration Number: 2,228,061

TRADEMARK ASSIGNMENT

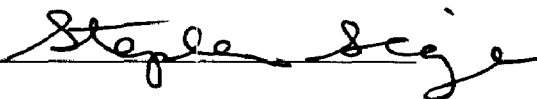
WHEREAS, Dharmacon Research, Inc., a dissolved Colorado corporation, with offices located at 1376 Miners Drive, Suite 200, Lafayette, Colorado 80026 (the "*Assignor*"), owns the federal service mark registration of the mark "ACE", which is registered in the United States Patent and Trademark Office, Registration No. 2,228,061 dated March 2, 1999 (the "*Mark*").

WHEREAS, Assignor has assigned to Stephen A. Scaringe, an individual ("*Assignee*"), all right, title and interest in and to the Mark, including the registration thereof, pursuant to the terms of that certain Contribution Agreement dated as of October 16, 2001.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, effective as of October 16, 2001, all of Assignor's right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the right to sue and collect damages and/or profits for past infringements of the Mark.

Dated: November 28, 2001

DHARMACON RESEARCH, INC.

By: 

Name Stephen A. Scaringe

Title: President

IN THE UNITED STATES TRADEMARK OFFICE

Mark: Design
Registration Number: 2,313,754

TRADEMARK ASSIGNMENT

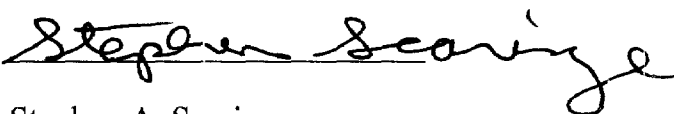
WHEREAS, Dharmacon Research, Inc., a dissolved Colorado corporation, with offices located at 1376 Miners Drive, Suite 200, Lafayette, Colorado 80026 (the "*Assignor*"), owns the federal trademark registration of the mark "Design", which is registered in the United States Patent and Trademark Office, Registration No. 2,313,754 dated February 1, 2000 (the "*Mark*").

WHEREAS, Assignor has assigned to Stephen A. Scaringe, an individual ("*Assignee*"), all right, title and interest in and to the Mark, including the registration thereof, pursuant to the terms of that certain Contribution Agreement dated as of October 16, 2001.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, effective as of October 16, 2001, all of Assignor's right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the right to sue and collect damages and/or profits for past infringements of the Mark.

Dated: November 28, 2001

DHARMACON RESEARCH, INC.

By: 

Name Stephen A. Scaringe

Title: President

IN THE UNITED STATES TRADEMARK OFFICE

Mark: DHARMACON
Registration Number: 2,318,507

TRADEMARK ASSIGNMENT


WHEREAS, Dharmacon Research, Inc., a dissolved Colorado corporation, with offices located at 1376 Miners Drive, Suite 200, Lafayette, Colorado 80026 (the "*Assignor*"), owns the federal trademark registration of the mark "DHARMACON", which is registered in the United States Patent and Trademark Office, Registration No. 2,318,507 dated February 15, 2000 (the "*Mark*").

WHEREAS, Assignor has assigned to Stephen A. Scaringe, an individual ("*Assignee*"), all right, title and interest in and to the Mark, including the registration thereof, pursuant to the terms of that certain Contribution Agreement dated as of October 16, 2001.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, effective as of October 16, 2001, all of Assignor's right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the right to sue and collect damages and/or profits for past infringements of the Mark.

Dated: November 28, 2001

DHARMACON RESEARCH, INC.

By: 

Name Stephen A. Scaringe

Title: President

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "**Agreement**") is made and entered into this 16th day of October 2001, by and between Stephen A. Scaringe ("**Scaringe**") and DHARMACON RESEARCH, INC., a Delaware corporation ("**Company**").

RECITALS

A. Scaringe either owns or controls the disposition of all of the assets, both tangible and intangible, related to the business of the development and sale of synthetic RNA products (the "**Business**") as conducted under the name of Dharmacon Research, Inc., a dissolved Colorado corporation (dissolved in 1997) ("**Oldco**"), including, without limitation, the assets described on Schedule 1.1 hereto (collectively, the "**Assets**").

B. Scaringe desires to transfer the Assets to Company and Company desires to acquire the Assets from Scaringe in exchange for shares of Common Stock of the Company, all pursuant to this Agreement as hereinafter provided.

1. CONTRIBUTION OF THE ASSETS; CLOSING DATE.

1.1 Contribution. Scaringe hereby assigns, transfers and delivers to Company all right, title and interest in and to the Assets, subject to all existing liens and encumbrances of any nature whatsoever (the "**Contribution**"). Company hereby takes delivery from Scaringe of the Assets and in consideration therefor shall transfer to Scaringe 26,000,000 shares of the Company's common stock (the "**Shares**"), which will represent 100% of the Company's issues and outstanding capital stock as of the Closing Date.

1.2 Delivery of Assets and Transfer Documents. Within a reasonable time after the Closing Date (as defined in Section 1.3), Scaringe shall take all steps necessary to put the Company in possession of the Assets, and shall deliver to Company, if necessary, (i) duly executed assignments for all accounts receivable, patents, trademarks, trade names and similar intangible property included in the Assets, in form and substance acceptable to Company and in recordable form as appropriate, and (ii) such other duly executed transfer and release documents which Company has reasonably requested to evidence the transfer of the Assets to Company.

1.3 Closing Date. Subject to the terms and conditions herein contained, the consummation of the transactions referred to above shall take place at 9:00 a.m. on October 16, 2001, or such other date as the parties may mutually determine (the "**Closing Date**").

2. ASSUMPTION OF LIABILITIES.

2.1 Assumed Obligations. Company hereby assumes all liabilities and obligations of Oldco and Scaringe arising from or related to the Business, whether known or unknown, contingent, absolute or otherwise, including, without limitation, any liabilities or claim for liabilities (whether in contract, in tort or otherwise, and whether or not successful) related to any liens, obligations or encumbrances of any nature whatsoever against or in any way related to the Assets or the Business (whether arising on or after the Closing Date), including, without limitation, the liabilities and obligations described on Schedule 2.1 hereto.

2.2 Indemnity. In consideration of the Contribution, the Company hereby agrees to indemnify and hold harmless Scaringe against claims of any nature against Scaringe arising out of or related to (i) Scaringe's role as a director, officer or equity holder of Oldco, (ii) his ownership or operation of the Business after Oldco's dissolution or (iii) the Contribution.

3. DELIVERY OF FUNDS AND OTHER ASSETS. To the extent Scaringe receives any funds or other assets in payment of receivables or work-in-process on or after the Closing Date, or in connection with any other Assets being transferred to Company, Scaringe shall immediately deliver such funds and assets to Company and take all steps necessary to vest title to such funds and assets in Company. Scaringe hereby designates Company and its officers as Scaringe's true and lawful attorney-in-fact, with full power of substitution, to execute or endorse for the benefit of Company any checks, notes or other documents received by Scaringe in payment of or in substitution or exchange for any of the Assets. Scaringe hereby acknowledges and agrees that the power of attorney set forth in the preceding sentence is coupled with an interest, and further agrees to execute and deliver to Company from time to time any documents or instruments reasonably requested by Company to evidence such power of attorney.

4. SPECIAL PROVISIONS REGARDING EMPLOYEES OF SCARINGE. It is the intention of Company, and Scaringe hereby acknowledges and agrees with such position, that all employees of Oldco on the Closing Date shall be employees of Company on and after the Closing Date. Company shall honor all existing employment contracts of Oldco's employees, if any, and will honor all accrued and unpaid vacation benefits and shall give all employees full credit for prior employment with Oldco for purposes of all pension and welfare benefit plans, if any, assumed by the Company.

5. FURTHER ACTIONS. From time to time, at the request of any party hereto, the other party hereto shall execute and deliver such instruments and take such action as may be reasonably requested to evidence the transactions contemplated hereby.

6. INVESTMENT REPRESENTATIONS OF SCARINGE. Scaringe hereby represents and warrants to the Company as follows:

(i) The Shares to be received pursuant to this Agreement by Scaringe shall be received in good faith solely for Scaringe's own account, and not as a nominee or agent of any other person, for investment and not with a view to, or for offer, sale or resale in

connection with, any resale or other distribution thereof within the meaning of the Securities Act of 1933, as amended (the "**Securities Act**"), except in compliance with the requirements of the Securities Act, and the rules and regulations thereunder; and

(ii) Scaringe understands and is able to bear any economic risks associated with this transaction, including, without limitation, the necessity of holding the Shares for an indefinite period of time, inasmuch as such Shares have not been registered under the Securities Act.

7. GENERAL PROVISIONS.

7.1 GOVERNING LAW; INTERPRETATION; SECTION HEADINGS.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO CONFLICT-OF-LAWS RULES AS APPLIED IN COLORADO, EXCEPT THAT THE DELAWARE GENERAL CORPORATION LAW SHALL GOVERN AS TO MATTERS OF CORPORATE LAW. THE SECTION HEADINGS CONTAINED HEREIN ARE FOR PURPOSES OF CONVENIENCE ONLY, AND SHALL NOT BE DEEMED TO CONSTITUTE A PART OF THIS AGREEMENT OR TO AFFECT THE MEANING OR INTERPRETATION OF THIS AGREEMENT IN ANY WAY.

7.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings related to the subject matter hereof.

7.3 Binding Effect. All the terms, provisions, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

7.4 Amendment; Waiver. This Agreement may be amended, modified, superseded or canceled, and any of the terms, provisions, representations, warranties, covenants or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or, in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by either party of any condition contained in this Agreement, or of the breach of any term, provisions, representation, warranty or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or as a waiver of any other condition or of the breach of any other term, provision, representation, warranty or covenant.

7.5 Execution and Delivery; Counterparts. A facsimile, telecopy or other reproduction of this Agreement may be executed by either party hereto and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of either

party hereto, both parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof. This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY

DHARMA CON RESEARCH, INC.

By: Stephen Scaringe
Stephen A. Scaringe
Chief Executive Officer

SCARINGE

By: Stephen Scaringe
Stephen A. Scaringe

SCHEDULE 1.1

LIST OF ASSETS

(All terms used herein that are defined in the Agreement to which this Schedule is attached have the same meaning herein as set forth in such Agreement.)

The Assets specifically shall include, but not be limited to (i) the name "Dharmacon Research" and all derivations thereof, (ii) United States Patent Number 6,111,086, (iii) United States Trademark Reg. No. 2,313,754, United States Trademark Reg. No. 2,318,507, United States Service Mark Reg. No. 2,230,461, United States Service Mark Reg. No. 2,230,460, United States Service Mark Reg. No. 2,228,061 and all goodwill associated with the foregoing, (iv) University of Colorado Standard Patent License Agreement dated October 29, 1995 by and between the Regents of the University of Colorado and Oldco and (v) all of the inventory, work-in-process, materials, furniture, fixtures, equipment, leasehold improvements, leases, telephone numbers, warranties on assets, customer lists, drawings, software documentation, licenses and permits, books and records (other than corporate minutes and stock records), marketing materials, noncompete agreements, contracts and contract rights, patents, patent applications, inventions, trademarks, trade names, service marks and service marks pending (if any), corporate names, royalty agreements and other proprietary rights of or related to Oldco.

SCHEDULE 2.1

ASSUMED LIABILITIES AND OBLIGATIONS

(All terms used herein that are defined in the Agreement to which this Schedule is attached have the same meaning herein as set forth in such Agreement.)

Liabilities and obligations to be assumed by the Company specifically shall include, but not be limited to, the Lease Agreement dated May 26, 2000 by and between Public Road II LLC and Oldco.