

6-18-03

06-20-2003

Form PTO-1594 (Rev. 10/02)

RECORDATION TRADEM



ENT OF COMMERCE and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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Tab settings

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

1. Name of conveying party(ies):
 BioSpace.com, Inc., f/n/a, Synergistic Designs, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: CI Ventures, LLC
 Internal Address: _____
 Address: _____
 Street Address: 580 Market Street, 6th Floor
 City: San Francisco State: CA Zip: 94104

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability company

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:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 05/30/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
 2089577

Additional number(s) attached Yes No

6. Total number of applications and registrations involved:

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Carter Allen, Esq.
 Internal Address: _____
 Street Address: 3361 E.Terrell Branch Court
 City: Marietta State: GA Zip: 30067

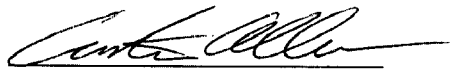
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

 (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.

Carter Allen, Esq.  June 13, 2003

Name of Person Signing Signature Date

06/19/2003 BY: 00000008 2089577

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

01 FC:8521

40.00

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

**DOMAIN NAME AND SERVICE MARK
TRANSFER AGREEMENT**

This Domain Name and Service Mark Transfer Agreement ("Agreement") is made and entered into this 30 day of May 2003 by and between BIOSPACE.COM, INC. ("ASSIGNOR") and CI VENTURES, LLC ("ASSIGNEE").

For and in consideration of the mutual covenants, promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Marks

ASSIGNOR hereby assigns to ASSIGNEE all of its right, title and interest in and to the following trademarks (including service marks and other marks) ("Marks"), including the goodwill associated with and symbolized by the Marks, and all rights in any registrations or applications for registration for the Marks. For purposes of recording this assignment with the U.S. Patent and Trademark Office ("PTO") or other reasonable purposes, ASSIGNOR agrees to execute further documentation and instruments as reasonably requested by ASSIGNEE.

The Marks, including word Marks, logo Marks associated with the Marks and all variations of the Marks (whether or not such variations are listed below) are:

BIOSPACE – Reg. No 2,089,577
BIOSPACELINKS
BIOTECH BAY
BIOTECH BEACH
BIOCAPITAL
BIOCAPITAL (with logo)
BIOSPACE CAREER CENTER
BIOSPACE logo (3 swooshes circling)
BIOSPACE CCIS
CCIS
BIO NC
BIOCAPITAL
BIOCORRIDOR
BIOCANADA
BIOFOREST
BIOISRAEL
BIOMIDWEST
BIOTECHXUS
BIOUK
GENETOWN
PHARMCOUNTRY

2. Assignment of Domain Names

ASSIGNOR hereby assigns to ASSIGNEE all of its right, title and interest in and to the following domain names ("Domain Names"). To complete the transfer of these domain names to ASSIGNEE, ASSIGNOR agrees to execute further documentation and instruments as reasonably requested by ASSIGNEE and to take promptly such other and additional steps as ASSIGNEE reasonably requires to secure the transfer of the domain names to ASSIGNEE.

- i. Biocapitalhub.com
- ii. Bioforest.com
- iii. Biospace.com
- iv. Biospace.net
- v. Biospacesupplies.com
- vi. Biotechbay.com
- vii. Biotechbeach.com
- viii. Biotechdailynews.com
- ix. Genetown.com
- x. Pharmcountry.com
- xi. Researchtrianglehub.com
- xii. Biospace.us

3. Restrictions on Future Use

ASSIGNOR agrees that, within 6 months of execution of this agreement as to Marks and immediately as to Domain Names, it will cease and desist from any further use of the Marks and Domain Names. ASSIGNOR further agrees that it will not in the future adopt, register, use, or license (as licensor or licensee) any trademark, service mark, trade name, company name or domain name which includes the term "BIOSPACE" or any similar term or phrase.

5. Miscellaneous

(a) If any covenant, condition or other provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, such covenant, condition or provision shall be deemed severed from the remainder of this Agreement. Such severance shall in no way affect, impair or invalidate any other covenant, condition or other provision herein. If such condition, covenant or other provisions in deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(b) No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

(c) This Agreement may be amended only by a written agreement executed by or on behalf of each of the parties hereto.

(d) This assignment affects title by transferring title completely to ASSIGNEE.

(e) ASSIGNOR hereby irrevocably appoints ASSIGNEE as its attorney in fact, coupled with an interest, for the purpose of executing documents or instruments to effect the transfer of the Marks and Domain Names pursuant to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first set forth above.

BIOSPACE.COM, INC.
ASSIGNOR

CI VENTURES, LLC
ASSIGNEE

By: Scott C Clarke

By: [Signature]

Name: Scott C Clarke

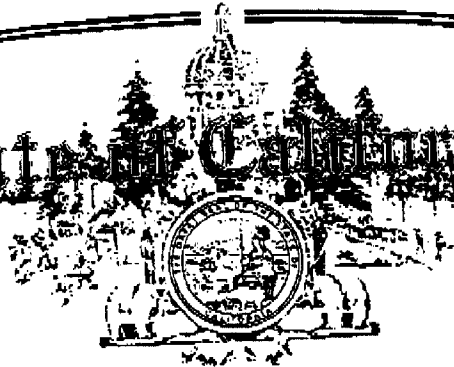
Name: J. CHRISTOPHER AMATO

Title: President and CEO

Title: PRESIDENT

10324470

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY - 3 1999



Secretary of State

20524470

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION

ENDORSED - FILED
Office of the Secretary of State
of the State of California

OF

SYNERGISTIC DESIGNS, INC.

APR 29 1999

JENNIFER C. KING and MARK P. TANOURY hereby certify that:

BILL JONES, Secretary of State

ONE: They are the duly elected and acting President and Secretary, respectively, of SYNERGISTIC DESIGNS, INC., a California corporation (the "Corporation" or the "Company").

TWO: The Articles of Incorporation of this corporation are hereby amended and restated to read as follows:

I.

The name of the Corporation is BIOSPACE.COM, INC.

II.

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

This Corporation is authorized to issue one class of stock to be designated "Common Stock." The total number of shares which the Corporation is authorized to issue is ten million (10,000,000) shares of Common Stock.

IV.

A. The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the General Corporation Law of California) for breach of duty to the Corporation and its shareholders through bylaw provisions or through agreements with agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the General Corporation Law of California, subject to the limits on such excess indemnification set forth in Section 204 of the General Corporation Law of California. If, after the effective date of this Article, California law is amended in a manner which permits a corporation to limit the monetary or other liability of its directors or to authorize indemnification of, or advancement of such defense expenses to, its directors or other persons, in any such case to a greater extent than is permitted on such effective date, the references in this Article to "California law" shall to that extent be deemed to refer to California law as so amended.

C. Any repeal or modification of this Article shall only be prospective and shall not effect the rights under this Article in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

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1.

TRADEMARK
REEL: 002759 FRAME: 0324

THREE: The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors of this Corporation.

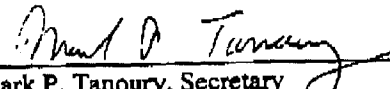
FOUR: The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporations Code. The Corporation has one class of stock outstanding and such class of stock is entitled to vote with respect to the amendment herein set forth. The total number of outstanding shares of Common Stock of the Corporation is three million (3,000,000). The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than fifty percent (50%) of the outstanding Common Stock voting as a class.

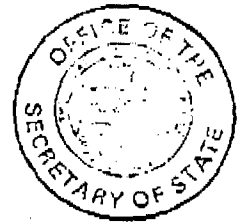
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The undersigned, JENNIFER C. KING and MARK P. TANOURY, the President and Secretary, respectively, of SYNERGISTIC DESIGNS, INC., declare under penalty of perjury under the laws of the State of California that the matters set out in the foregoing Certificate are true of their own knowledge.

Executed at San Francisco, California on Apr. 1 27, 1999.


Jennifer C. King, President


Mark P. Tanoury, Secretary



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