

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QIAGEN Genomics		12/16/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	QIAGEN North American Holdings, Inc.		
Street Address:	1000 Atlantic Avenue		
City:	Alameda		
State/Country:	CALIFORNIA		
Postal Code:	94501		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2767005	MASSCODE	
CORRESPONDENCE DATA			
Fax Number:	(256)533-9322		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	256-535-1100		
Email:	wbabcock@lfsp.com		
Correspondent Name:	Frank M. Caprio		
Address Line 1:	P.O. Box 2087		
Address Line 4:	Huntsville, ALABAMA 35804		
NAME OF SUBMITTER:	Frank M. Caprio		
Signature:	/Frank M. Caprio/		
Date:	05/17/2005		

CH \$40.00 2767005

Total Attachments: 2
 source=Bill of Sale#page1.tif

BILL OF SALE

This Bill of Sale, dated as of this 16th day of December, 2004, is executed and delivered by QIAGEN Genomics, Inc., a Delaware corporation (the "Seller"), to QIAGEN North American Holdings, Inc., a California corporation ("Buyer").

WHEREAS, the Board of Directors and sole stockholder of the Seller have approved the dissolution of the Seller; and

WHEREAS, the Seller, in partial satisfaction of the Buyer's claims as the sole stockholder of Seller, has agreed to transfer and assign all of its assets to the Buyer.

NOW, THEREFORE, for good a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees as follows:

1. The Seller hereby transfers, assigns, conveys and delivers to Buyer, its successors and assigns, to have and to hold forever, and Buyer hereby accepts from the Sellers, all of the Sellers' rights, title and interest in and to all of Seller's assets, rights and properties, real and personal, tangible and intangible, wherever located as the same will exist, and with the effect as of the date hereof (the "Transferred Assets").
2. The Seller does hereby irrevocably constitute and appoint the Buyer, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of such Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all of the Transferred Assets hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.
3. The Seller hereby covenants and agrees that it will, at the request of Buyer, execute and deliver such other instruments of conveyance, assignment and transfer and take such other action, as Buyer may reasonably request to vest in Buyer the entire right, title and interest in and to the Transferred Assets being transferred hereby.
4. This Bill of Sale shall inure to the benefit of Buyer and its successors and assigns, and shall be binding upon and enforceable against the Seller and its respective successors and assigns. This Agreement shall be governed by and construed under the laws of Delaware. Each of the parties irrevocably submits to the exclusive jurisdiction of the ordinary courts of Delaware in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding shall be heard and determined in any such court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and each party further agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale under seal as of the 16th day of December, 2004.

QIAGEN GENOMICS, INC.

By: _____
Name: _____
Title: _____

QIAGEN
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