

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hemex Laboratories, L.L.C.		07/30/2007	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Esoterix, Inc.		
<b>Street Address:</b>	c/o Laboratory Corp. of America Hldgs.		
<b>Internal Address:</b>	430 South Spring Street		
<b>City:</b>	Burlington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27215		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78688853	HEMEX	
<b>Serial Number:</b>	78688901	BLOOD CURDLING MYSTERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)834-4564		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(919) 828.0564		
<b>Email:</b>	trademarks@parkerpoe.com		
<b>Correspondent Name:</b>	James A. Thomas/Parker Poe Adams & Berns		
<b>Address Line 1:</b>	150 Fayetteville Street Mall		
<b>Address Line 2:</b>	Suite 1400, P.O. Box 389		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27602-0389		
<b>ATTORNEY DOCKET NUMBER:</b>	103840		
<b>NAME OF SUBMITTER:</b>	James A. Thomas		

OP \$65.00 78688853

Signature:	/jat/
Date:	08/07/2007
Total Attachments: 4 source=Esoterix Hemex Assignment #page1.tif source=Esoterix Hemex Assignment #page2.tif source=Esoterix Hemex Assignment #page3.tif source=Esoterix Hemex Assignment #page4.tif	

## TRADEMARK ASSIGNMENT

<sup>307</sup> THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of this day of July, 2007, by and between HEMEX LABORATORIES, L.L.C., an Arizona limited liability company ("Assignor"), and ESOTERIX, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, including any and all applications and/or registrations therefor, listed on Exhibit A, attached to and incorporated by this reference herein (the "Marks"), together with the goodwill of the business symbolized thereby; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated June 28, 2007, between Assignee, Assignor and the other parties identified therein (the "Agreement"), Assignor has agreed to transfer to Assignee all of Assignor's rights, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor and Assignee want to confirm this assignment for purposes of filing the same with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Marks. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks, together with (a) the goodwill of the business symbolized by such Marks, (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks, and (c) all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. Further Assurances. Assignor agrees to execute further papers and to do such other acts as may be necessary to carry out the intent and purposes of this Trademark Assignment and vest full right, title and interest in and to the Marks in Assignee, including, without limitation, execution of powers of attorney as may be necessary for Assignee's agents to record this Trademark Assignment or any other document evidencing the transfer of the Marks. Assignor acknowledges and agrees that Assignee shall record this Trademark Assignment (or such suitable short form assignment or notice as may be applicable) with the United States Patent and Trademark Office to change the owner and address of record for the Marks and shall take such other action as may be advisable to ensure that all correspondence regarding the Marks will be sent to Assignee.

3. Effective Date. It is the intent of the parties that this Trademark Assignment shall be executed and delivered in connection with the closing of the transactions contemplated by the Agreement. Nothing in this Trademark Assignment shall in any way modify, vary or enlarge the promises, agreements, representations or warranties of the parties as set forth in the Agreement.

4. Counterparts. This Trademark Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

*(Signatures appear on following pages)*

WITNESS, the execution of this Trademark Assignment by the duly authorized representative of Assignor, as of the date first set forth above.

**HEMEX LABORATORIES, L.L.C.**

By: David E. Berg  
Name: David E Berg  
Title: HEMEX Laboratories, LLC Manager

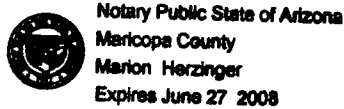
State of Arizona )  
County of Maricopa ) ss:

On this 18<sup>th</sup> day of July, 2007, before me personally came David E Berg to me known, who being by me duly sworn, did depose and say that he/she is the Manager of Hemex Laboratories, L.L.C., the Assignor named above, and acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of said Assignor and pursuant to authority duly received and that the instrument is the voluntary act and deed of Assignor.

My commission expires: 06-27-08

Marion Herzinger  
Notary Public

[Notary Seal]



WITNESS, the acceptance of this Trademark Assignment by the duly authorized representative of Assignee.

ESOTERIX, INC.

By: [Signature]  
Name: BRADFORD T. SMITH  
Title: EXECUTIVE VICE PRESIDENT

App'd As To Form  
LAW DEPT.  
By FR

State of NC )

County of ALAMANCE )      ss:

On this 24<sup>th</sup> day of July, 2007, before me personally came BRADFORD T. SMITH to me known, who being by me duly sworn, did depose and say that he/she is the EXECUTIVE VICE PRESIDENT of Esoterix, Inc., the Assignee named above, and acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of said Assignee and pursuant to authority duly received and that the instrument is the voluntary act and deed of Assignee.

My commission expires: 4-19-09

[Signature]  
Notary Public

[Notary Seal]

**EXHIBIT A**  
**REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NUMBER</b>	<b>REGISTRATION DATE</b>
HEMEX	3,196,062	1/9/2007
BLOOD CURDLING MYSTERIES	3,120,477	7/25/2006