

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Assay Designs, Inc.		03/12/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Enzo Life Sciences, Inc.		
<b>Street Address:</b>	10 Executive Boulevard		
<b>City:</b>	Farmingdale		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11735		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2914782	STRESSGEN	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(631)694-7501		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	lesmith6@earthlink.net		
Correspondent Name:	Laura E. Smith		
Address Line 1:	c/o Enzo Life Sciences, Inc.		
Address Line 4:	Farmingdale, NEW YORK 11735		
ATTORNEY DOCKET NUMBER:	RECORD STRESSGEN TM		
NAME OF SUBMITTER:	Laura E. Smith, Attorney for Applicant		
Signature:	/les/		
Date:	02/20/2011		
Total Attachments: 6			

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**Execution Copy**

ASSET PURCHASE AGREEMENT

by and among

ENZO LIFE SCIENCES, INC.,

ENZO LIFE SCIENCES ACQUISITION, INC.,

ASSAY DESIGNS, INC.,

AMPERSAND 2001 LIMITED PARTNERSHIP

and

AMPERSAND 2001 COMPANION FUND LIMITED PARTNERSHIP

Dated: As of March 12, 2009

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of March 12, 2009, is by and among ENZO LIFE SCIENCES, INC., a New York corporation ("Parent"), ENZO LIFE SCIENCES ACQUISITION, INC., a New York corporation and a wholly owned subsidiary of Parent ("Buyer", and together with Parent, the "Buyer Parties"), ASSAY DESIGNS, INC., a Delaware corporation ("Seller"), AMPERSAND 2001 LIMITED PARTNERSHIP, a Delaware limited partnership and a stockholder of Seller ("Ampersand LP"), and AMPERSAND 2001 COMPANION FUND LIMITED PARTNERSHIP, a Delaware limited partnership and a stockholder of Seller ("Ampersand CF LP", and together with Ampersand LP, the "Principal Stockholders"). The Principal Stockholders and the Seller are collectively referred to herein as the "Seller Parties". The Buyer Parties and the Seller Parties are collectively referred to herein as the "Parties."

### RECITALS

A. Seller is engaged in the Business (as defined below), which is composed of assets and liabilities that are currently owned by or licensed to Seller. The Principal Stockholders, together, are the record and beneficial owners of a majority of the outstanding Capital Stock (as defined below) of Seller.

C. Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to purchase and acquire, all of the rights, title and interests in and to the Assets (as defined below), all upon the terms and subject to the conditions set forth in this Agreement.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

#### ARTICLE I. DEFINITIONS

1.1 Defined Terms. As used herein, the terms below shall have the following meanings. Any of such terms, unless the context otherwise requires, may be used in the singular or plural, depending upon the reference.

"Acquired Employee Plan" shall mean each Employee Plan that is sponsored and maintained by Seller and is set forth on Schedule 1.1 of the Disclosure Schedule.

"Action" shall mean any action, claim, suit, litigation, proceeding (judicial or administrative), labor dispute, mediation, arbitral action, governmental audit, inquiry, criminal prosecution, investigation or unfair labor practice, charge or complaint.

"Affiliate" shall have the meaning set forth in Rule 12b-2 under the Exchange Act.

"Ancillary Agreements" shall mean all agreements, certificates and instruments being or to be executed and delivered by the Parties under this Agreement or in connection herewith, including the Bill of Sale, each Assignment and Assumption of Lease, the Assignment and Assumption Agreement, one or more Intellectual Property and Domain Name Assignments, the Escrow Agreement, the Interim Employment Agreements, the Employment Agreements and the Consultancy Agreement, the forms of which are attached hereto as Exhibits.

"Assets" shall mean all of Seller's right, title and interest in and to the business, properties, assets and rights of every kind, nature and description, whether tangible or intangible, real, personal or mixed, known or unknown, that are used in connection with, or related to, the Business, including all of the right, title and interest in and to the following, but excluding therefrom the Excluded Assets:

(a) all trade accounts receivable and other rights to payment owed to Seller or to the Business and all other accounts or notes receivable (whether current or noncurrent), refunds, security deposits, deferred charges, prepayments, advance payments or prepaid expenses (including any prepaid rents and prepaid insurance premiums relating to any Acquired Employee Plan, but excluding other prepaid insurance premiums) of Seller or the Business, together with, in each case, the full benefit of all security interests therein and all claims, remedies and other rights related to the foregoing;

(b) all Assumed Contracts;

(c) all Leases;

(d) all Leasehold Estates;

(e) all Leasehold Improvements;

(f) all Fixtures and Equipment;

(g) all Inventory;

(h) all Books and Records;

(i) all Proprietary Rights relating to or used in the Business;

(j) all Permits that under applicable Regulations may be assigned to Buyer or one of its Affiliates;

(k) all Acquired Employee Plans and all assets related thereto;

(l) all of Seller's available supplies, sales literature, promotional literature, customer, supplier and distributor lists, art work, display units, telephone and fax numbers and purchasing records related to the Business;

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their respective behalf, by themselves or their respective officers thereunto duly authorized, all as of the day and year first above written.

ENZO LIFE SCIENCES, INC.

By: /s/ Carl W. Balezentis  
Name: Carl W. Balezentis  
Title: President

ENZO LIFE SCIENCES ACQUISITION, INC.

By: /s/ Andrew R. Crescenzo  
Name: Andrew R. Crescenzo  
Title: Vice President & Treasurer

ASSAY DESIGNS, INC.

By: /s/ Dan Calvo  
Name: Dan Calvo  
Title: President

AMPERSAND 2001 LIMITED PARTNERSHIP

By: AMP-01 Management Company Limited  
Liability Company, its General Partner

By: /s/ Herbert H. Hooper  
Name: Herbert H. Hooper  
Title: Principal Managing Member

AMPERSAND 2001 COMPANION FUND  
LIMITED PARTNERSHIP

By: AMP-01 Management Company Limited  
Liability Company, its General Partner

By: /s/ Herbert H. Hooper  
Name: Herbert H. Hooper  
Title: Principal Managing Member

Schedule 4.17(a)(i)

Proprietary Rights

**Patents – None.**

**Trademarks**

<u>Description</u>	<u>Application Serial No./ Registration No.</u>	<u>*Class of Goods</u>	<u>**Expiration Date</u>
Mark: STRESSGEN	76312535 (US) 2914782 (US) 1097537 (Canada) TMA702373 (Canada)	01,05	12/28/2010  12/5/2022
Mark: STRESSGEN BIOTECHNOLOGIES & DESIGN	76312539 (US) 2914784 (US) 1097717 (Canada) TMA702556 (Canada)	01,05	12/28/2010  12/7/2022
Mark: STRESSXPRESS	76403617 (US) 2850159 (US)	01	6/8/2010
Drawing Type: MISCELLANEOUS BUBBLE DESIGN	76312533 (US) 2914781 (US)	01,05	12/28/2010
Drawing Type: MISCELLANEOUS DESIGN	76312537 (US) 2914783 (US)	01,05	12/28/2010
Mark: ASSAY DESIGNS (For Service Class)	78499819 (US) 3398379 (US)	42	3/18/2014
Mark: FLASHLIGHT	78499827 (US) 3028292 (US)	01	12/13/2011
Mark: KITS FOR CHARITY	78713188 (US) 3220920 (US)	36	3/20/2013
Design: KITS FOR CHARITY & DESIGN	78499839 (US) 3028298 (US)	36	12/13/2011
Design: MISCELLANEOUS DESIGN (the ADI Logo)	78499550 (US) 3023579 (US)	42	12/6/2011

Mark: PHOTOLIGHT	78499833 (US) 3028295 (US)	01	12/13/2011
Mark: SIMPLIFY YOUR SCIENCE	75592700 (US) 2363956 (US)	01	7/4/2010
Mark: IMMUNOSET	77323541 (US) 3547938 (US)	01	12/16/2014
Mark: TITERZYME	74406417 (US) 1914041 (US)	01	8/22/2015
Mark: MULTIBEAD	77474335 (US) Pending/Applying for Supplemental Registration instead	Pending	N/A
Mark: ASSAY DESIGNS (for product class)	77549795 (US) Pending	01	N/A
Mark: IMMUNOSETS	2008-035012 (Japan) Pending	Pending	N/A
Mark: IMMUNOSET	2008-057754 (Japan) Pending	Pending	N/A
Mark: IMMUNOSET	1394362 (Canada) Pending	Pending	N/A
Mark: IMMUNOSET	6893895 (Europe) Pending	Pending	N/A

\*Class of Goods Key:

01: Reagents for academic, government, scientific and medical research use

05: Pharmaceutical preparations for the treatment of cancer and infectious diseases

36: Charitable fundraising in the nature of a program which donates a percentage of proceeds from the sale of immunoassay kits and related products to charities

42: Scientific research: research and development of new products for others in the biomedical, pharmaceutical, and scientific research field; custom design services in the field of biomedical products, pharmaceutical products, and scientific research products

\*\*Renewal with continued use and payment of fees

**Domain Names**

Domain Name	Expiration	Registrant	Registration Location:
ASSAYDESIGNS.COM	12/22/10	Mike Regan	Network Solutions
ANTIBODYEXPRESS.COM	4/12/09	James Delhey	www.godaddy.com
ASSAYDESIGNS.CN	6/4/07	James Delhey	www.godaddy.com
ASSAYDESIGNS.CO.UK	6/4/09	James Delhey	www.godaddy.com