

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
Metamatrix, Inc.		07/03/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Genova Diagnostics, Inc.		
Street Address:	63 Zillicoa Street		
City:	Asheville		
State/Country:	NORTH CAROLINA		
Postal Code:	28801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3849415	METAMATRIX	
Registration Number:	3862629	M	
Registration Number:	3372120	ALLERGIX	
Registration Number:	3372127	GI EFFECTS	
Registration Number:	3017925	ION	
Registration Number:	3020486	ESTRONEX	
Registration Number:	3027977	ORGANIX	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124537136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 Eighth Avenue		

OP \$190.00 3849415

Address Line 4: New York, NEW YORK 10018-1405

ATTORNEY DOCKET NUMBER: 101399.205866

NAME OF SUBMITTER: Tracey D. Bennett

Signature: /s/Tracey D. Bennett

Date: 08/07/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made effective this 3rd day of July, 2012, by and between Buyer and Seller (each as defined below).

RECITALS

WHEREAS, Seller holds all right, title and interest in and to the trademarks, service marks and trade names identified in Exhibit A attached hereto and incorporated herein by reference (the “**Marks**”);

WHEREAS, pursuant to the Asset Purchase Agreement, dated the date hereof, by and among Genova Diagnostics, Inc., a Delaware corporation (“**Buyer**”), Metametrix, Inc., a Georgia corporation (“**Seller**”), and the Stockholders named therein (the “**Purchase Agreement**”), Seller transferred, sold and conveyed to Buyer substantially all of the assets of the business of Seller, including the Marks, and the goodwill of the business symbolized thereby (collectively, the “**Marks**”);

WHEREAS, Seller now wishes to assign and confirm the assignment of the Marks to Buyer, and Buyer is desirous of acquiring the Marks from Seller, together with the goodwill of the business symbolized thereby;

WHEREAS, Seller is conveying the Marks to Buyer as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Trademark Assignment is a condition to closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Seller hereby confirms the sale, assignment, conveyance and transfer, and does hereby sell, assign, convey and transfer, unto Buyer and its successors, assigns and legal representatives, Seller’s entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect the same for Buyer’s sole use and enjoyment.

Seller does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Buyer, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Seller hereby warrants that it is the sole owner of the Marks. To the extent Seller retains any right, title or interest in or to the Marks that cannot be assigned to Buyer pursuant to this Trademark Assignment, then Seller hereby agrees to waive for all time any claims that Seller may have concerning the Marks. Seller shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Seller challenge Buyer's use of the Marks after the date of this Trademark Assignment.

Buyer and Seller also agree that multiple copies of this Trademark Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Buyer and Seller.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of Seller and Buyer has caused this Trademark Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

METAMETRIX, INC.

By: J. A. Bralley
Name: J. Alexander Bralley
Title: CEO

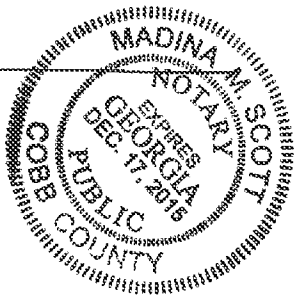
NOTARIZATION

On this ____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were J. Alexander Bralley, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Metamatrix, Inc. and executed this document of his/her own free will.

[Signature]
Signature of Notary

(Seal)

My Commission Expires: _____



GENOVA DIAGNOSTICS, INC.

By: C. Edward Hull
Name: C. Edward Hull
Title: Chairman and Chief Executive Officer

NOTARIZATION

On this 2nd day of JULY, 2012, before me, the undersigned Notary Public, personally appeared C. EDWARD HULL, proved to me through satisfactory evidence of identification, which was ~~was~~ was ~~A North Carolina Driver's License~~ to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Genova Diagnostics, Inc. and executed this document of his/~~her own~~ free will.

Marie Susan Thornbury
Signature of Notary

My Commission Expires: 5/2/2015

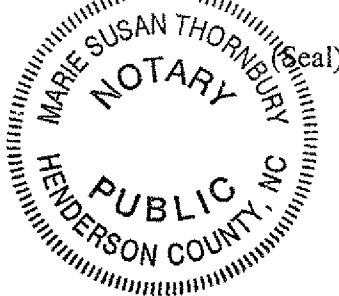


Exhibit A

Marks

Trademark	Jurisdiction	Registration No.
METAMETRIX	U.S. Federal	3,849,415
Stylized M	U.S. Federal	3,862,629
ALLERGIX	U.S. Federal	3,372,120
GI EFFECTS	U.S. Federal	3,372,127
ION	U.S. Federal	3,017,925
ESTRONEX	U.S. Federal	3,020,486
ORGANIX	U.S. Federal	3,027,977