

FORM PTO-1595 (modified)

02-07-2003

(Rev 6-93)



COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102359123

Y 2-4-03

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

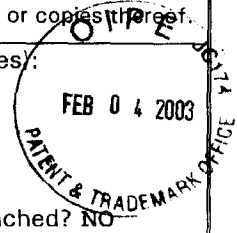
ONCOMETRICS IMAGING CORP.
 414 North Orleans Street, #510
 Chicago, IL 60610

Additional conveying party(ies) attached? NO

2. Name and address of receiving party(ies):

MONOGEN, INC.
 1033 Butterfield Road
 Vernon Hills, IL 60061

Additional name(s) & address(es) attached? NO



3. Nature of conveyance: License and Security Interest
 Execution Date: 12/29/00 and 12/23/02 respectively

4. Application number(s) or patent number(s):

A. Patent Application Number(s):	B. Patent Number(s): 6,026,174
	5,942,410
	5,889,881
	5,557,456
	4,845,552

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

William T. Ellis
 FOLEY & LARDNER
 Washington Harbour
 3000 K Street, N.W., Suite 500
 Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 5

7. Total fee (37 C.F.R. § 3.41): \$200.00

Check Enclosed *

Charge to deposit account

8. Deposit account number: 19-0741

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

for William T. Ellis
 Name of person signing

Aaron C. Chatterjee
 Signature

February 4, 2003
 Date

Total number of pages including cover sheet, attachments, and document: 25

* Should additional fees be necessary in connection with the filing of this paper, the Commissioner is hereby authorized to charge deposit account No. 19-0741 for any such fees or credit deposit account for any overpayment.

02/06/2003 T9IAZ1 00000120 6026174
 01 FC:0021 200.00 DP

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of December 29, 2000, by and between ONCOMETRICS IMAGING CORP., a corporation continuing in the Yukon Territory, Canada, with a business address at 920 North Franklin Street, Suite 402, Chicago, IL 60610 ("Oncometrics"), MONOGEN, INC., a Nevada corporation, with a business address at 6 Taft Court, Suite 150, Rockville, MD 20850 ("MonoGen"), and AMPERSAND MEDICAL CORP., a Delaware corporation, with a business address at 414 North Orleans Street, Suite 510, Chicago, IL 60610 ("Ampersand").

RECITALS

A. Oncometrics has developed a portfolio of intellectual property in the area of (1) computer-aided microscopy, (2) quantitative microscopy systems, (3) automated cytometry, and (4) disease detection, screening, diagnosis, prognosis, and therapeutic monitoring using cytometric instruments and methods.

B. MonoGen is engaged in the research and development as well as the commercialization of medical devices, products, and services.

C. MonoGen wishes to license from Oncometrics, and Oncometrics wishes to license to MonoGen, all such intellectual property, limited to the Field of Use (as defined herein), on the terms and conditions set forth in this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions set forth below, and other valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings:

"Oncometrics Intellectual Property Rights" shall mean any and all intellectual property rights, patent rights, copyrights, trademarks, trade secrets, information, and know-how, now or hereafter owned by, licensed to, or controlled by Oncometrics or any Affiliate thereof, including without limitation Oncometrics Patent Rights, Oncometrics Technical Information,

"Oncometrics Patent Rights" shall mean: the U.S. and other patents listed in Exhibit A hereto; the U.S. and other patents that issue from the U.S. and other patent applications listed in Exhibit A hereto; all other patents and patent applications owned by, licensed to, or controlled by Oncometrics or any Affiliate thereof, on the date hereof; all patents that issue from applications claiming the priority of any of the foregoing patents or

patent applications; all continuations, continuations-in-part, divisionals, re-examinations, reissues and extensions of any of the foregoing; and all counterparts of any of the foregoing.

"Oncometrics Technical Information" shall mean any and all trade secrets, information, and know-how, now or hereafter owned by, licensed to, or controlled by Oncometrics or any Affiliate thereof, including without limitation any and all software, tools, modules, products, and documentation relating to and updates to the foregoing (all in both object and source code form), compositions, ideas, formulas, inventions (whether patentable or not, and whether or not reduced to practice), methods, processes, products, techniques, clinical data and reports, technical data and know-how, testing data and specifications, invention records, research records and reports, development reports, experimental and engineering reports, pilot and other product designs, models, prototypes and specifications, production designs and specifications, raw material specifications, quality control reports and specifications, drawings, blueprints and photographs, models, tools and parts, manufacturing and production processes and techniques, and marketing data, reports and studies.

"Affiliate" shall mean any corporation, limited liability company, partnership, or other business entity controlled by, controlling, or under common control with, the recited entity. "Control" shall mean direct or indirect ownership of fifty percent (50%) or more of the voting power of, or fifty percent (50%) or more of the equity interest in, such business entity. Notwithstanding the foregoing, "Affiliate" shall exclude AccuMed International, Inc., a Delaware corporation.

"Exclusive Field of Use" shall mean, within the Nonexclusive Field of Use, the use of Oncometrics Intellectual Property Rights for

"Field of Use" shall mean Exclusive Field of Use and the Nonexclusive Field of Use.

"Nonexclusive Field of Use" shall mean the use of Oncometrics Intellectual Property Rights

"Product" shall mean any component, device, equipment, kit, instrument, method, product, or system, the making, having made, using, offering to sell, selling, exporting, and importing of which, in absence of the license granted hereunder, would infringe or misappropriate any Oncometrics Intellectual Property. The parties acknowledge that "Product" shall include, without limitation,

"Proposed Transaction" shall mean the transaction proposed, as of the date hereof, by and between AccuMed International, Inc., a Delaware corporation ("AccuMed"), and Ampersand, by which AccuMed and Ampersand are to engage in an acquisition, merger, consolidation, or other business combination.

2. **Grant.**

2.1. **General.** Subject to the terms and conditions of this Agreement, Oncometrics hereby grants to MonoGen, and MonoGen hereby accepts from Oncometrics, an irrevocable, worldwide, fully paid-up, and perpetual license to make, have made, use, offer to sell, sell, export, and import Products in the Field of Use, under and with respect to Oncometrics Intellectual Property Rights.

2.2. **Exclusivity.** The license granted by Section 2.1 hereof shall be exclusive in the Exclusive Field of Use and nonexclusive in the Nonexclusive Field of Use. If MonoGen fails to generate any revenues from the sale of Products in the Field of Use on or before the fifth anniversary of this Agreement, such license shall become, as of such fifth anniversary, nonexclusive also in the Exclusive Field of Use.

2.3. **License Fee.** In consideration of the license granted hereunder, MonoGen shall pay to Oncometrics a license fee of _____ of which shall

3. Term and Termination.

3.1. Term. The term of this Agreement and the license granted hereunder shall commence on the date hereof and, unless terminated earlier pursuant to this Section 3, shall continue in perpetuity.

3.2. Termination Upon Default. Oncometrics and MonoGen each may terminate this Agreement upon the breach by the other party of a material obligation hereunder, which breach is not cured by the defaulting party within thirty (30) days of written notice by the nondefaulting party. Notwithstanding the foregoing, if Oncometrics declares, in accordance with the Note, that the entire unpaid balance of the Note is immediately due and payable, and if MonoGen fails to pay such balance within five (5) business days of MonoGen's receipt of Oncometrics' written notice declaring such balance immediately due and payable, Oncometrics may terminate this Agreement by prior written notice to MonoGen of three (3) business days.

3.3. Termination by MonoGen. MonoGen may terminate this Agreement as to any country or countries by prior written notice to Oncometrics of thirty (30) days, provided, however, that MonoGen shall not be relieved of its obligations under Section 2.3 hereof.

3.4. Effect of Oncometrics's Bankruptcy. In the event that Oncometrics shall declare or be declared bankrupt, MonoGen may terminate this Agreement. All rights and licenses granted under or pursuant to this Agreement by MonoGen or Oncometrics are, and otherwise shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. The parties agree that MonoGen shall retain and may exercise fully all of its rights and elections under the U.S. Bankruptcy Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Oncometrics under the U.S. Bankruptcy Code, MonoGen shall be entitled to a complete duplicate of (or complete access to, as appropriate) any intellectual property and all embodiments of such intellectual property, and the same, if not already in MonoGen's possession, promptly shall be delivered to MonoGen (a) upon any such commencement of a bankruptcy proceeding, upon MonoGen's written request therefore, unless Oncometrics (or a trustee on behalf of Oncometrics) elects to continue to perform all of its obligations under this Agreement or (b) if not delivered under (a) above, upon the rejection of this Agreement by or on behalf of Oncometrics, upon written request therefore by MonoGen. In the event that MonoGen elects to terminate this Agreement pursuant to this Section 3.4, all rights and obligations hereunder shall terminate, provided however, MonoGen shall retain all licenses granted hereunder to Oncometrics Intellectual Property Rights.

4. Oncometrics Intellectual Property Rights.

4.2. Patent Prosecution. At its expense and direction, Oncometrics shall prepare, file, prosecute, maintain, and/or defend the Oncometrics Patent Rights. Oncometrics shall provide MonoGen with a reasonable opportunity to review and comment on, and to propose claim language for, any papers pertaining to proposed applications, responses, interferences, and oppositions before the filing thereof by Oncometrics with any national, regional, or international patent office. With respect to the foregoing, if MonoGen concludes, in good faith, that taking any specific action(s) or failing to take any specific action(s) likely would have a material adverse effect on MonoGen's ability to commercialize the Oncometrics Patent Rights or to commercialize a particular Product hereunder, and if MonoGen timely provides Oncometrics written notice thereof, Oncometrics shall not either take such specific action(s) or fail to take such specific action(s) without MonoGen's prior written consent (which consent shall not be unreasonably withheld), provided, however, that Oncometrics shall remain able to fulfill its obligations to third parties under licenses existing on the date hereof. Oncometrics shall retain outside counsel mutually acceptable to MonoGen to fulfill Oncometrics's obligations under this Section 4.2.

4.3. Abandonment of Patents or Applications. Oncometrics shall be free, at any time, to elect not to proceed with and/or to abandon the preparation, filing, prosecution, maintenance or defense of any patent application or patent within the Oncometrics Patent Rights, provided that Oncometrics shall provide MonoGen written notice of such intention at least thirty (30) days before a final due date which would result in the abandonment or bar of patentability of such patent or patent application. In such case, MonoGen, at its option, and upon written notice to Oncometrics, may continue prosecution or maintenance, at its own expense, of such patent or patent application, and Oncometrics promptly shall assign and transfer to MonoGen all of its right, title, and interest in and to such patent or patent application.

4.4. Infringement. If Oncometrics or MonoGen learns, at any time, of any infringement or misappropriation or threatened infringement or misappropriation of any Oncometrics Intellectual Property Right, such party promptly shall give written notice to the other party of any such infringement or misappropriation. Determination of the course of action then to be taken shall be based upon consultation between the parties. If any such infringement or misappropriation occurs on a commercial scale in the United States, Canada, European Union, Japan, China, or Australia, then, subject to any legal advice to the contrary, the parties agree that steps will be taken to end such infringement or misappropriation, including the initiation of legal proceedings.

If Oncometrics and MonoGen wish to institute a legal action or proceeding against an infringer or misappropriator, then the parties shall do so jointly and shall share equally the costs of any such action or proceeding and any damages awarded as a result of any such action or proceeding.

If either Oncometrics or MonoGen (but not the other party) wishes to institute a legal action or proceeding, the party so wishing to commence an action or proceeding can do so upon supplying to the other party a document setting out its obligations to pay all costs of and incidental to such action or proceeding, and to indemnify the other party against all such costs and all liabilities which might be incurred as a result of any such action or proceeding. The other party agrees to lend its name to the action or proceeding and to render all reasonable assistance on technical matters relating to such action or proceeding.

Notwithstanding the foregoing, if the validity of any Oncometrics Patent Right is placed in issue in any such action or proceeding, Oncometrics, at its expense, shall defend such issue.

16

11

11

10.2. Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any prior understandings and agreements between the parties with respect to such subject matter,

10.3. Waiver. The failure of any party hereto at any time to require performance by any other party hereto of any provision of this Agreement shall not affect the right of such party to require in the future performance of that or any other provision. To be effective, any waiver of any provision of this Agreement must be in writing, signed by the party to be bound thereby. Unless otherwise provided expressly in writing, a waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, waiver of the provision itself, or a waiver of any right under this Agreement.

10.4. Severability. Should any part of provision of this Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part of provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

10.5. Assignment. Without the prior written consent of the other party (which consent shall not be withheld or delayed unreasonably), no party to this Agreement may assign, transfer, or encumber its rights hereunder or delegate its obligations hereunder to any other party, whether by act or deed, voluntarily or involuntarily, or by operation of law. Notwithstanding the foregoing, upon prior written notice to the other party, each party hereto may assign this Agreement to any Affiliate thereof or to any business entity purchasing all or substantially all of its assets, any business entity surviving in a merger involving such party hereto as a party thereto, or itself upon a change in control, provided that such Affiliate or other assignee becomes bound by the terms and conditions of this Agreement to the same extent as if it were named originally as a party hereto.

The parties acknowledge that, as of the date hereof, AccuMed and its wholly owned subsidiary Oncometrics and Ampersand and its wholly owned acquisition subsidiary are contemplating the Proposed Transaction. MonoGen consents to the foregoing transaction, provided that it is consummated on or before June 30, 2001. Ampersand agrees that, if the Proposed Transaction is consummated, Ampersand and its wholly owned acquisition subsidiary shall become bound also by the obligations of Oncometrics hereunder.

10.6. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, each party to this Agreement, its Affiliates, and their respective permitted assigns and successors.

10.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois other than its choice of law principles, except that any question arising out of this Agreement as to the validity, construction, or effect of any Oncometrics Patent Rights shall be decided in accordance with the patent laws of the applicable jurisdiction.

10.8. Venue. Subject to Section 8 hereof, any action or controversy by and between the parties with respect to or relating to this Agreement shall be brought in Federal District Court in Chicago, Illinois or in the Illinois state courts of general jurisdiction in Chicago, Illinois. The parties hereby submit to the jurisdiction of such courts.

10.9. Expenses. Each party shall bear its own legal costs and expenses arising out of the negotiation, execution and delivery of this Agreement and the agreements contemplated hereby.

10.10. Relationship of Parties. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, distributorship, employer-employee, or joint venture relationship between the parties. No party shall incur any debts or make any commitments for any other party hereto except to the extent, if at all, specifically provided herein.

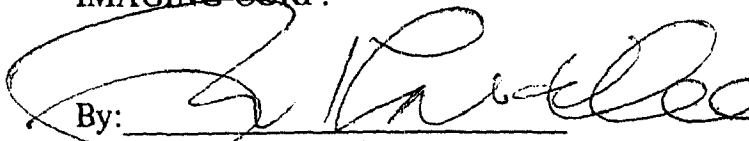
10.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12. Authority to Sign. Each individual signing this Agreement on behalf of a party to this Agreement represents and warrants to the parties that he or she is duly authorized to sign this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

ONCOMETRICS
IMAGING CORP.

MONOGEN, INC.

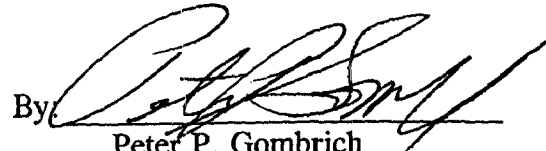
By: 

Paul F. Lavallee
Chairman & CEO

By: 

~~Andre Denis~~ PETER J.N. KILNER
~~Chairman~~ VP - SECRETARY

AMPERSAND MEDICAL CORP.

By: 

Peter P. Gombrich
Chairman & CEO

Exhibit A
To
License Agreement

Patents

**EXHIBIT A: Oncometrics* (Savant-Related) Patents
(*A Subsidiary of AccuMed International, Inc.)**

Issued and Allowed Patents							
Title	Inventor(s)	Country	Appln. No. (Case No.)	Filed	Patent No.	Issue Date/ Allowed	
Automated detection of cancerous or precancerous tissue by measuring malignancy-associated changes	C.E. MacAulay, B. Palcic, D.M. Garner, S.A. Harrison, B.W. Jaggi	EPC	93308210 (9366)	10/14/93	0-595-506	08/30/00	
System and method for automatically detecting malignant cells and cells having malignancy-associated changes	B. Palcic, C.E. MacAulay, S.A. Harrison, S. Lam, P.W. Payne, D.M. Garner, A. Doudkine	U.S.	08/907,532 (10863)	08/08/97	6,026,174	02/15/00	
Composition and method for staining cellular DNA, comprising thiazine derivative metabolite and methanol or ethanol	P. P-S. Lam, P.W. Payne, D.M. Garner, B. Palcic	U.S.	08/888,434 (10769)	07/07/97	5,942,410	08/24/99	
Method and apparatus for automatically detecting malignancy-associated changes	C.E. MacAulay, B. Palcic, D.M. Garner, Harrison, B.W. Jaggi	U.S.	08/644,893 (8236)	05/10/96	5,889,881	03/30/99	
Personal interface device for positioning of a microscope stage	D.M. Garner, C.M. Louie, D.B. Harrison, D.J. Dale	U.S.	08/206,735 (7523)	03/04/94	5,557,456	09/17/96	
Quantitative light microscope using a solid state detector in the primary image plane	B.W. Jaggi, M.J. Deen, B. Palcic	United Kingdom	89850028.5 (9370)	02/01/89	0 380 904	05/04/94	
Quantitative light microscope using a solid state detector in the primary image plane	B.W. Jaggi, M.J. Deen, B. Palcic	Germany	89850028.5 (9369)	02/01/89	68915151.9	05/04/94	
Solid state microscope	B.W. Jaggi, M.J. Deen, B. Palcic	Canada	575,314 (9364)	08/19/88	1,304,612	07/07/92	

Issued and Allowed Patents (continued)

Title	Inventor(s)	Country	Appln. No. (Case No.)	Filed	Patent No.	Issue Date/ Allowed
Quantitative light microscope using a solid state detector in the primary image plane	B.W. Jaggi, M.J. Deen, B. Palcic	U.S.	087,787 (7893)	08/20/87	4,845,552	07/04/89

Pending Patent Applications

Title	Inventor(s)	Country	Appln. No. (Case No.)	Filed	Patent No.	Issue Date/ Allowed
Method and apparatus for automatically detecting malignancy-associated changes	C.E. MacAulay, B. Palcic, D.M. Garner, S.A. Harrison, B.W. Jaggi	U.S.	09/277,499 (13640)	03/26/99		
Composition and method for staining cellular DNA, comprising thiazine derivative metabisulfite and methanol or ethanol	P. P-S. Lam, P.W. Payne, D.M. Garner, B. Palcic	Canada	2,295,545 (14781)	07/07/98		
Composition and method for staining cellular DNA, comprising thiazine derivative metabisulfite and methanol or ethanol	P. P-S. Lam, P.W. Payne, D.M. Garner, B. Palcic	EPO	98931863.9 (14782)	07/07/98		
Composition and method for staining cellular DNA, comprising thiazine derivative metabisulfite and methanol or ethanol	P. P-S. Lam, P.W. Payne, D.M. Garner, B. Palcic	Japan	2000-502393 (14783)	07/07/98		
System and method for automatically detecting malignant cells and cells having malignancy-associated changes	B. Palcic, C.E. MacAulay, S.A. Harrison, S. Lam, P.W. Payne, D.M. Garner, A. Doudkine	Canada	2,299,707 (15049)	08/06/98		

Pending Patent Applications (continued)

Title	Inventor(s)	Country	Appln. No. (Case No.)	Filed	Patent No.	Issue Date/ Allowed
System and method for automatically detecting malignant cells and cells having malignancy-associated changes	B. Palcic, C.E. MacAulay, S.A. Harrison, S. Lam, P.W. Payne, D.M. Garner, A. Doudkine	EPO	98938565.3 (15050)	08/06/98		
System and method for automatically detecting malignant cells and cells having malignancy-associated changes	B. Palcic, C.E. MacAulay, S.A. Harrison, S. Lam, P.W. Payne, D.M. Garner, A. Doudkine	Japan	2000-506512 (15051)	08/06/98		
Method and apparatus for automatically detecting malignancy-associated changes	C.E. MacAulay, B. Palcic, D.M. Garner, S.A. Harrison	Canada	2,253,850 (13069)	05/01/97		
Method and apparatus for automatically detecting malignancy-associated changes	C.E. MacAulay, B. Palcic, D.M. Garner, S.A. Harrison	EPO	97919229.1 (13070)	05/01/97		
Method and apparatus for automatically detecting malignancy-associated changes	C.E. MacAulay, B. Palcic, D.M. Garner, S.A. Harrison	Australia	23779/97 (13068)	05/01/97		
Method and apparatus for automatically detecting malignancy-associated changes	C.E. MacAulay, B. Palcic, D.M. Garner, S.A. Harrison	Japan	1997-540332 (13062)	05/01/97		
Trainable automated imaging device	B.W. Jaggi, M.J. Deen, B. Palcic	Canada	2,086,786 (9368)	01/06/93		
Automated detection of cancerous or precancerous tissue by measuring malignancy-associated changes	C.E. MacAulay, B. Palcic, D.M. Garner, S.A. Harrison, B.W. Jaggi	Canada	2,086,785 (9365)	01/06/93		
Automated detection of cancerous or precancerous tissue by measuring malignancy-associated changes	C.E. MacAulay, B. Palcic, D.M. Garner, S.A. Harrison, B.W. Jaggi	Japan	1993-1257358 (9367)	10/14/93		

AGREEMENT ON ACCUMED AND ONCOMETRICS TECHNOLOGY

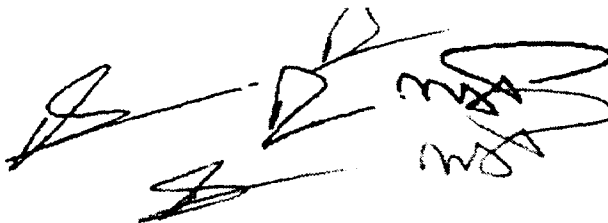
THIS AGREEMENT is entered into, as of December 23, 2002, by and among MONOGEN, INC., a Nevada corporation (MonoGen), and MOLECULAR DIAGNOSTICS, INC., a Delaware corporation (formerly named Ampersand Medical Corp.) (MDI), ACCUMED INTERNATIONAL, INC., a Delaware corporation (AccuMed), and ONCOMETRICS IMAGING CORP., a corporation continuing in the Yukon Territory, Canada (Oncometrics), (MDI, AccuMed, Oncometrics, and their affiliates and subsidiaries, are referred to, collectively, as the MDI Group).

BACKGROUND

- A. AccuMed, MonoGen, and MDI are parties to a License Agreement dated December 29, 2000, as amended (AccuMed License).
- B. Oncometrics, MonoGen, and MDI are parties to a License Agreement dated December 29, 2000, as amended (Oncometrics License).
- D. In 2001, MDI acquired AccuMed, including Oncometrics, and now maintains AccuMed and Oncometrics as wholly-owned subsidiaries of MDI, and MDI Group questions the validity of AccuMed and Oncometrics Licenses due to the involvement of Norman J. Pressman in the negotiations therefore.
- F. Unless a term is defined otherwise in this Agreement, each capitalized term herein shall have the meaning set forth in the AccuMed and Oncometrics Licenses.

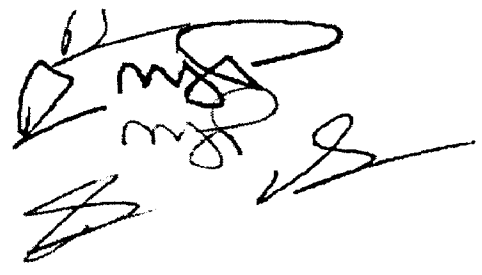
AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing background, and the terms and conditions set forth below, and other valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:



16

4. AccuMed/Oncometrics Patents.

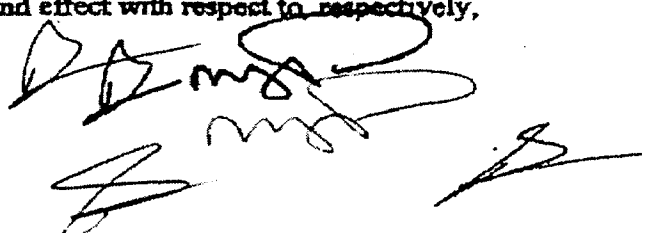
A handwritten signature in black ink, appearing to be 'J. M. Smith', written over a horizontal line.

a. Notwithstanding anything else to the contrary in this Section 4 hereof, AccuMed and Oncometrics, at their expense, and at their discretion, shall prepare, file, prosecute, maintain, and/or defend the patents and patent applications currently licensed to MonoGen under, respectively, the AccuMed License (AccuMed Patents) and the Oncometrics License (Oncometrics Patents). The parties shall comply with their obligations under Section 4 of the AccuMed and Oncometrics Licenses, with respect to the prosecution, maintenance, and defense of the AccuMed and Oncometrics Patents.

d. MDI Group hereby grants to MonoGen (i) a security interest in and to AccuMed and Oncometrics Patents solely for the purposes of securing MDI Group's obligations to MonoGen under the AccuMed and Oncometrics Licenses and this Agreement, and (ii) the power to inspect and make copies of all files and records, at the U.S. Patent and Trademark Office and the equivalent foreign patent offices and examination authorities, on the AccuMed and Oncometrics Patents. MDI Group shall arrange for MonoGen to have ongoing electronic access to the PAIR system at the U.S. Patent and Trademark Office, for the purpose of obtaining information on the AccuMed and Oncometrics Patents. The parties shall cause to be filed and recorded, at the foregoing offices, confirmations of the AccuMed and Oncometrics Licenses. MDI Group shall execute any and all assignments, instruments, and other documents necessary to effectuate the foregoing.

5. Licenses.

a. As amended by this Agreement, the AccuMed and Oncometrics Licenses remain in full force and effect. MDI Group and MonoGen agree that the licenses granted to MonoGen pursuant to the AccuMed and Oncometrics Licenses remain in full force and effect with respect to, respectively,



**MonoGen, Inc.
Molecular Diagnostics, Inc.**

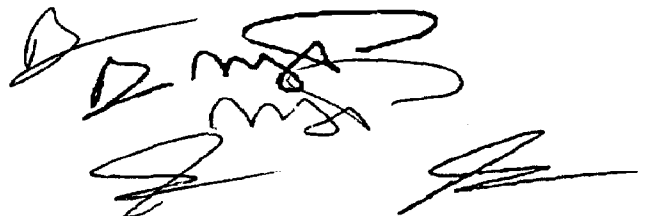
AccuMed's and Oncometrics' right, title, and interest in and to, respectively, the AccuMed and Oncometrics Patents.

b. The AccuMed and Oncometrics Licenses hereby are amended to provide that the licenses granted to MonoGen therein are nonexclusive in all fields other than the "Exclusive Field of Use," as defined in, respectively, the AccuMed and Oncometrics Licenses. MonoGen, however, acknowledges that the foregoing does not give MonoGen any rights or license in or to any patents or patent applications of MDI Group other than AccuMed and Oncometrics Patents of which MonoGen has license rights.

c. MDI Group acknowledges and agrees that, pursuant to the AccuMed and Oncometrics Licenses, MonoGen has exclusive licenses to commercialize the AccuMed and Oncometrics Patents for any and all applications that use, directly or indirectly, Liquid-Based Cytology specimens, samples, methods, products, and preparations.

11

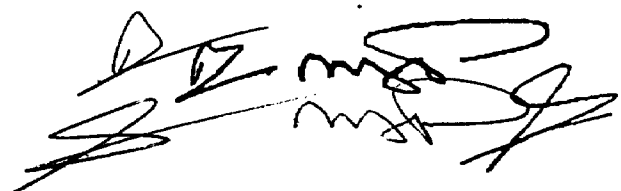
4



11

U

5

A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines, positioned in the lower right quadrant of the page.

10. Resolution of Disputes. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be settled by binding arbitration conducted, in English, in Chicago, Illinois, in accordance with the then Commercial Arbitration Rules of the American Arbitration Association.

11. Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing, shall be addressed to the receiving party at the receiving party's then principal office, and shall be deemed given upon actual receipt by the receiving party or, if the receiving party fails or refuses to accept delivery, as of the date of failure or refusal.

Handwritten signatures in black ink, appearing to be initials and full names, located at the bottom right of the page.

12. Waivers. The failure of any party hereto at any time to require performance by the other party hereto of any provision of this Agreement shall not affect the right of such party to require in the future performance of that or any other provision. To be effective, any waiver of any provision of this Agreement must be in writing, signed by the party to be bound thereby. Unless otherwise provided expressly in writing, a waiver by any party hereto of any breach of any provision hereof shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right hereunder.

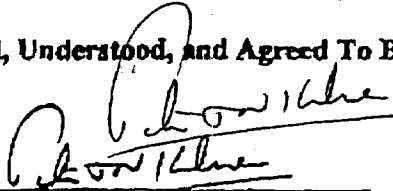
13. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties to this Agreement and their affiliates, subsidiaries, assigns, and successors.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois other than its choice of law principles.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Signing Authority. Each individual signing this Agreement on behalf of a party to this Agreement represents and warrants to the other parties hereto that he or she is duly authorized to sign this Agreement on behalf of such party.

Read, Understood, and Agreed To By:

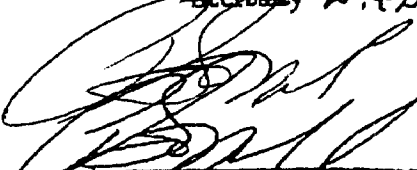


Peter J.N. Kilner
Vice President


Secretary



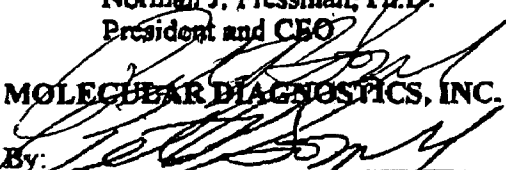
Secretary Witness



Secretary

MONOGEN, INC.
By: 

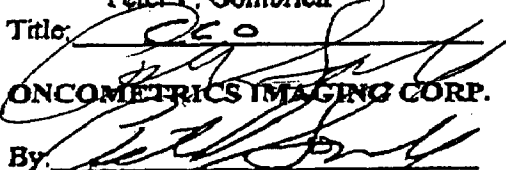
Norman J. Pressman, Ph.D.
President and CEO

MOLECULAR DIAGNOSTICS, INC.
By: 

Peter P. Gombrich
Chairman and CEO

ACCUMED INTERNATIONAL, INC.
By: 

Peter P. Gombrich
Title: CEO

ONCOMETRICS IMAGING CORP.
By: 

Peter P. Gombrich
Title: President