### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
LigoChem, Inc.	05/30/2003

### **RECEIVING PARTY DATA**

Name:	Mr. Barry Forman	
Street Address:	300 Maiden Lane East	
City:	Seattle	
State/Country:	WASHINGTON	
Postal Code:	98112	

### PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	5294681
Patent Number:	5658779
Patent Number:	5770712
Patent Number:	5885921
Patent Number:	5534597

#### **CORRESPONDENCE DATA**

Fax Number: (973)597-2400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 973-597-2500

Email: Istrademark@lowenstein.com
Correspondent Name: Nicholas G. Mehler, Esq.
Address Line 1: Lowenstein Sandler PC
Address Line 2: 65 Livingston Avenue

Address Line 4: Roseland, NEW JERSEY 07068-1791

NAME OF SUBMITTER: Nicholas G. Mehler, Esq.

PATENT REEL: 016245 FRAME: 0887

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PATENT REEL: 016245 FRAME: 0888

## new dimensions in bio separations

LigoChem, Inc. 130 Fairfield Road Fairfield, NJ 07004

May 30, 2003

Barry Forman 300 Maiden Lane East Seattle, WA 98112

Dear Mr. Forman;

LigoChem, Inc. and its parent company, LigoTech, Inc. (hereinafter, "LIGO") hereby acknowledge receipt of your letter dated April 28, 2003 in which you, as THE SECURED PARTY, demand immediate payment of all principal and unpaid interest due respecting the Secured Promissory Note executed by LigoTech, Inc. and LigoChem, Inc. on May 18,1998, (hereinafter, the "NOTE"). Your letter and the parts of the NOTE are attached to this letter for reference.

LIGO further acknowledges that it is in breach of the terms of the NOTE by having failed to repay the principal and all outstanding interest upon the NOTE by the Maturity Date named therein, that being June 1, 2001.

LIGO further affirms that it cannot now meet the demand for payment, nor does it expect to be able to do so in the foreseeable future.

LIGO further affirms that it intends in the near future to liquidate, either in bankruptcy, or by other means, the entities of which LIGO is comprised.

LIGO further affirms that, preparatory to such liquidation, it has ceased normal operations, having closed its laboratory and sold certain equipment in order to honor its lease and to help fund a bankruptcy exercise.



### new dimensions in bio separations

LIGO therefore acknowledges that, by virtue of the above affrimations which constitute default on the NOTE by LIGO, does THE SECURED PARTY have the right to seek remedies as set forth under <u>Section 9 REMEDIES</u> of the <u>Security Agreement and Assignment dated 5.18.1998</u> respecting the NOTE.

The assets which secure the NOTE and which are transferrable to THE SECURED PARTY are enumerated in general terms in <u>Section 1 Assignment and Grant of Security</u> of the <u>Security Agreement and Assignment dated 5.18.1998</u> respecting the NOTE.

LIGO as Obligor, in accord with its duties as the named DEBTOR in the NOTE, hereby assents to the transmittal of all assets due THE SECURED PARTY including, but not limited to all rights in the proprietary intellectual property and the products of LIGO. BY VIRTUE OF THIS LETTER, LIGO HEREBY ASSIGNS AND CONVEYS THESE RIGHTS AS OF THE DATE OF THIS LETTER. THESE PARTICULAR RIGHTS EXIST SEPARATE FROM, INDEPENDENT AND OUTSIDE OF ANY POSSESSION OF CERTIFIED US OFFICE PATENT AND TRADEMARK DOCUMENTS describing the inventions which form the basis of these rights.

Regarding cure of the default on this NOTE, certain of these assets are readily available and can be transmitted at once, those being rights to the existing proprietary intellectual property and demonstration thereto by relevant certified patents, Standard Operating Procedures in the manufacture and use of the products which constitutes unprotected secret lore, other unprotected lore and expertise, product literature, the sales manual, presentation material, the customer list and certain chattel in paper and electronic form. Other items can be transmitted at or near to the closure of the company, among them but not limited to; receivables accounts, procedeeds form the sale of office equipment, bank balances, existing contracts.

PATENT REEL: 016245 FRAME: 0890

# new dimensions in bio separations

Furthermore, LIGO affirms that THE SECURED PARTY shall be due interest upon the NOTE as of the date of the completed conveyance of all assets due him respecting the NOTE

LIGO has begun the process of transmittal by furnishing the above immediately accessible assets and will keep THE SECURED PARTY apprised of its compliance in this matter. A list of assets will be separately furnished and their disposition by transmittal to THE SECURED PARTY shall be noted and confirmed by both sides.

LIGO acknowledges that THE SECURED PARTY is due all receipts as of this letter but requests that these receipts be used to keep the office open to complete the liquidation of LIGO, the transmittal of assets and if possible to establish product continuity after the closure of LIGO. Please comment on this request.

Sincerely,

David Golub

President and CEO

David Mohal

LigoTech, Inc. and LigoChem, Inc.

PATENT REEL: 016245 FRAME: 0891

### new dimensions in



Attachment to the LigoChem, Inc. Letter to Barry Forman dated May 30, 2003

INTELLECTUAL PROPERTY transferred to Barry Forman from LigoTech, Inc. per the terms of the Security Agreement and Assignment Dated May 18, 1998 between LigoTech, Inc., LigoChem, Inc. and Barry Forman, includes but is not limited to:

#### I. Patents

I.i. USP #5294681 "PBNP"

I.ii.USP #5,658,779 "VirAffinity"

I.iii.USP #5,770,712 "Axces"

I.iv.USP #5,885,921 "Cleanascite"

I.v.USP #5,534,597

### Trademarks and Tradenames

II.i. ProPrep™ and ProPrep™ Kits

II.i.a. ProPrep BAC

II.i.b. ProPrep™ Plasmid

II.i.c. ProPrep™ Omni

II.i.d. ProPrep™ Whole Blood Genomic

II.i.e. Proprep™ Genomic Paper

II.ii. ProCipitate™

II.iii. DNAble™

II.iv. Viraffinity™

II.v. Hemoglobind™

II.vi. Cleanascite™

II.vii. LigoSep™ and LigoSep™ Ligands Alpha, Beta, Delta

II.viii. LigoLinx™

II.iv. All new products developed or evolved from the above.

II. <u>Proprietary Lore and Expertise</u> includes all Standard Operating Procedures (SOPs) and published and unpublished protocols for the manufacture and use of I and II above.

III. Sales Manual

RECORDED: 07/13/2005

IV. Customer Accounts

Attachment to the LigoChem, Inc. Letter to Barry Forman dated May 30

REEL: 016245 FRAME: 0892