

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CYTONIX CORPORATION	06/19/2009
RECEIVING PARTY DATA	
Name:	CYTO TRANSITION LLC
Street Address:	8000 VIRGINIA MANOR ROAD
City:	BELTSVILLE
State/Country:	MARYLAND
Postal Code:	20705
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11086070
CORRESPONDENCE DATA	
Fax Number:	(703)385-9719
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-385-9688
Email:	lbowersox@kbpatentlaw.com
Correspondent Name:	Leonard D. Bowersox
Address Line 1:	3925 Chain Bridge Road
Address Line 2:	Suite D-401
Address Line 4:	Fairfax, VIRGINIA 22030
ATTORNEY DOCKET NUMBER:	3654-015
NAME OF SUBMITTER:	Leonard D. Bowersox
Total Attachments: 8 source=Assignment-Spinoff#page1.tif source=Assignment-Spinoff#page2.tif source=Assignment-Spinoff#page3.tif source=Assignment-Spinoff#page4.tif	

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SPINOFF AGREEMENT

This Spinoff Agreement (this "Agreement") is made this 19th day of June, 2009, by and among Cytonix Corporation, a Maryland corporation ("Cytonix"), Cyto Transition LLC, a Maryland limited liability company ("Transition"), Folly Quarter Investments, Inc., a Maryland corporation ("Folly Quarter"), James F. Brown ("Jim"), Elaine Lanza ("Elaine"), Bruce Golden ("Bruce"), David Randall Armant ("Randy") and the University of Maryland ("U of M") and, together with Folly Quarter, Jim, Elaine, Bruce and Randy, collectively, the "Shareholder Distributees").

Background

The Shareholder Distributees comprise all of the shareholders of Cytonix, and own all of the capital stock of Cytonix in accordance with the following percentages (which percentages are rounded to the nearest one-hundredth of a percent):

<u>Shareholder</u>	<u>No. of Shares</u>	<u>% of Shares</u>
Folly Quarter	[REDACTED]	[REDACTED]
Jim	[REDACTED]	[REDACTED]
Elaine	[REDACTED]	[REDACTED]
Bruce	[REDACTED]	[REDACTED]
Randy	[REDACTED]	[REDACTED]
U of M	[REDACTED]	[REDACTED]
Total	[REDACTED]	100.00%

Cytonix and the Shareholder Distributees have entered, or will soon enter, into a stock purchase agreement dated as of the date hereof with Life Technologies Corporation, a Delaware corporation ("LT"), under which, after the transactions contemplated by this Agreement have been consummated, the Shareholder Distributees shall sell their Cytonix stock to LT (the "Purchase Agreement"), all as more fully described in the Purchase Agreement. The Purchase Agreement contemplates that LT shall acquire the patent rights and other assets owned by Genomic Nanosystems, LLC, a Maryland limited liability company that is wholly owned by Cytonix ("GNS"), by means of purchasing the stock of Cytonix from the Shareholder Distributees after the transactions contemplated by this Agreement have been consummated.

This Agreement shall evidence (1) the contribution by Cytonix to Transition of all of the Contributed Assets described in Section 2, which contribution shall be subject to all Liabilities (as defined in the Purchase Agreement) of Cytonix, in exchange for all of the membership interests in Transition, followed by (2) the distribution by Cytonix of all of the membership interests in Transition to the Shareholder Distributees pro rata in accordance with the Shareholder Distributees' respective capital stock ownership percentages in Cytonix as set forth above.

NOW, THEREFORE, in consideration of the premises, and intending to be legally bound, the parties hereby agree as follows:

1. Incorporation of Background. The Background recited above is hereby incorporated as if fully set forth in this Section 1.

2. Contribution to Transition. Effective as of the Effective Time (as defined below), Cytonix hereby contributes and transfers the following assets of Cytonix (the "**Contributed Assets**"), subject to the Assumed Liabilities described in Section 3 below, to Transition in exchange for all of the membership interests in Transition:

2.1. All cash and cash equivalents;

2.2. All accounts receivable, notes receivable and loans receivable of or employee advances or other amounts owing or payable to Cytonix (collectively, "**Accounts Receivable**") (except for any Accounts Receivable arising out of or related to that certain License Agreement dated as of September 19, 2008 between GNS and Sequenom, Inc. (the "**Sequenom License**"));

2.3. All inventory;

2.4. All deposits, advances and pre-paid expenses and all rights to any bank accounts;

2.5. All real property and personal property leases (including, without limitation, the Headquarters Lease (as defined in the Purchase Agreement));

2.6. All employment contracts, all independent contractor agreements and all other contracts and agreements, whether written or oral (except for the contracts and agreements set forth in Schedule 2.6 attached hereto (the "**Excluded Contracts**"));

2.7. All furniture, fixtures and equipment (except for the inverted microscope (the "**Microscope**") developed by Indec Systems, Inc. ("**Indec**") pursuant to that certain Agreement dated November 26, 2008 between GNS and Indec (the "**Indec Agreement**") and held by GNS);

2.8. All files, writings, notebooks, drawings, plans, records, correspondence, videos, photographs, and computer media that are not related to the Intellectual Property Rights (as defined in the Purchase Agreement), the Microscope, or GNS; and

2.9. Any and all other assets owned by Cytonix directly (and not by GNS); *provided, however,* that the Contributed Assets shall not include (a) the membership interests in GNS owned by Cytonix, (b) the Intellectual Property Rights held by Cytonix or GNS, (c) any assets of GNS (including, without limitation, (i) the Sequenom License, and (ii) the Microscope), (d) the Excluded Contracts, (e) Cytonix's rights under this Agreement, (f) the corporate organizational documents, board of directors, stockholder and member minutes and related records of Cytonix and GNS, or (g) except as otherwise provided in the Purchase Agreement, any Tax (as defined in the Purchase Agreement) refunds or credits of Cytonix or GNS.

3. Liabilities Assumed by Transition. The contribution and transfer of assets described in Section 2 above is hereby made subject to all Liabilities of Cytonix (the "**Assumed Liabilities**"), all of which Assumed Liabilities are hereby assumed by Transition effective as of the Effective Time and which Assumed Liabilities include, without limitation:

3.1. All accounts payable;

3.2. All accrued expenses and other payables;

3.3. All Liabilities under all real property and personal property leases (including, without limitation, the Headquarters Lease);

3.4. All Liabilities under all employment agreements and other agreements with workers; and

3.5. For avoidance of doubt, any and all other Liabilities of Cytonix, including, without limitation, the Excluded Liabilities (as defined in the Purchase Agreement).

4. Distribution to Shareholder Distributees. Effective immediately after the Effective Time, but immediately prior to the Closing (as defined in the Purchase Agreement) under the Purchase Agreement, Cytonix hereby distributes and transfers all of the membership interests in Transition to the Shareholder Distributees pro rata in accordance with the Shareholder Distributees' capital stock ownership percentages in Cytonix as set forth above, and irrevocably constitutes and appoints any officer of Transition as attorney to transfer such membership interests on the books of Transition with full power of substitution in the premises (the "Distribution"). The parties understand and agree that, in the event that the fair market value of the membership interests in Transition exceeds Cytonix's basis in such interests, Cytonix would recognize gain on such excess, and that the Distribution will also be treated as a dividend to the Shareholder Distributees. Each of the Shareholder Distributees hereby accepts the Distribution of membership interests in Transition and agrees to become a member of Transition as a result of the Distribution. The parties agree that effective upon the Distribution, Cytonix hereby ceases to be a member of Transition and shall have no Liability under the limited liability company operating agreement of Transition or otherwise with respect to Transition or the holders of its membership interests.

5. Operations. After the Closing under the Purchase Agreement, Transition shall change its name to "Cytonix LLC" and (subject to the provisions of Section 5.01 of the Purchase Agreement and the other provisions of the Purchase Agreement related thereto) may operate Cytonix's historic business of development and sale of hydrophobic polymer coatings and related activities.

6. Effective Time. The "Effective Time" means the time immediately before the Closing under the Purchase Agreement, but only if such Closing actually occurs. If the Closing under the Purchase Agreement does not occur, then the transactions contemplated by this Agreement shall not take place, and this Agreement shall be null and void *ab initio*.

7. No Representations or Warranties. THE CONTRIBUTED ASSETS ARE BEING TRANSFERRED BY CYTONIX TO TRANSITION ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS AND NEITHER CYTONIX NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE CONTRIBUTED ASSETS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS (AS DEFINED IN THE PURCHASE AGREEMENT), CYTONIX DISCLAIMS AND NEGATES ANY SUCH REPRESENTATION OR WARRANTY, WHETHER BY CYTONIX, ITS AFFILIATES OR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, EMPLOYEES, AGENTS, MEMBERS OR REPRESENTATIVES OR ANY OTHER PERSON, WITH RESPECT TO THE CONTRIBUTED ASSETS.

8. Transfer Taxes. Transition and the Shareholder Distributees shall be jointly and severally responsible for the payment of all Transfer Taxes (as defined in the Purchase Agreement) incurred by Cytonix, Transition or the Shareholder Distributees resulting from the transactions contemplated by this Agreement. The parties shall cooperate in good faith to minimize, to the extent permissible under Applicable Laws, the amount of any such Transfer Taxes.

9. Indemnification. Transition and the Shareholder Distributees shall, jointly and severally, indemnify, defend and hold harmless Cytonix and its Affiliates (as defined in the Purchase Agreement), officers, directors, employees, representatives and agents (each, an "***Indemnified Party***") against and in respect of any and all Damages (as defined in the Purchase Agreement) incurred by such Indemnified Parties by reason of or otherwise arising out of the Contributed Assets, the Assumed Liabilities or this Agreement.

10. Miscellaneous.

10.1. Governing Law. This Agreement shall be governed by Maryland law, excluding its conflicts of laws principles.

10.2. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.

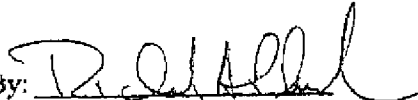
10.3. Signatures. This Agreement may be signed in any number of counterparts, which when taken together shall constitute one agreement. Facsimile signatures shall be treated as originals.

10.4. Further Assurances. At any time and from time to time after the date of this Agreement, as and when reasonably requested by Transition, Cytonix shall execute such further instruments or documents and shall provide all information and take all actions as Transition may from time to time reasonably request in order to confirm or carry out the transactions contemplated by this Agreement.

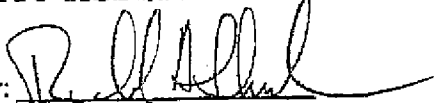
Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

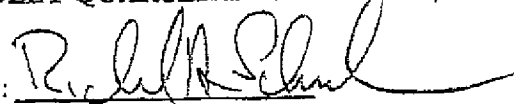
CYTONIX CORPORATION

By: 
Richard A. Schneider
President

CYTO TRANSITION LLC

By: 
Richard A. Schneider
Managing Member

FOLLY QUARTER INVESTMENTS, INC.

By: 
Richard A. Schneider
President

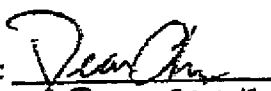
James F. Brown

Elaine Lanza

Bruce Golden

David Randall Armant

THE UNIVERSITY OF MARYLAND

By: 
Name: DEAN CHANG
Title: Attech Ventures / TAP Director

Spinoff Agreement
Signature Page

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President

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Managing Member

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THE UNIVERSITY OF MARYLAND

By: _____
Name: _____
Title: _____

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