

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VizX Labs, LLC	11/24/2008
RECEIVING PARTY DATA	
Name:	Geospiza, Inc.
Street Address:	100 West Harrison, North Tower, 3rd Floor
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98119
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6836733
CORRESPONDENCE DATA	
Fax Number:	(503)778-5499
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	67001-14 PATNO 6836733
NAME OF SUBMITTER:	J. Alfred Murray, Davis Wright Tremaine
Total Attachments: 6 source=Assignment of Intellectual Property#page1.tif source=Assignment of Intellectual Property#page2.tif source=Assignment of Intellectual Property#page3.tif source=Assignment of Intellectual Property#page4.tif source=Assignment of Intellectual Property#page5.tif	

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of the 24th day of November, 2008, between Geospiza, Inc., a Washington corporation ("Assignee"), and VizX Labs, LLC, a Washington limited liability company ("Assignor").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 12, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to convey to Assignee certain Acquired Assets, as defined in the Purchase Agreement (capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Purchase Agreement); and

WHEREAS, the Acquired Assets include certain items of Intellectual Property;
and

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in and to (i) the Acquired Intellectual Property specified on Schedule 1, and (ii) all goodwill of the Business associated with any of the foregoing Intellectual Property.

ASSIGNMENT

NOW, THEREFORE, in exchange for the consideration set forth in the Purchase Agreement and the mutual covenants contained herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in and to:

- (a) the Acquired Intellectual Property, other than any Excluded Assets;
- (b) the goodwill of the Business associated with any Intellectual Property identified above; and
- (c) all rights to sue for infringement of any Intellectual Property identified above, whether arising prior to or subsequent to the date of this Assignment, and any and all continuations, divisions, reissues, renewals and extensions of any Intellectual Property that may hereafter be secured by Assignee under the Laws now or hereafter in effect in the United States or in any other jurisdiction.

2. The foregoing assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

3. Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unavailable or fails to execute such documents, Assignor hereby appoints Assignee as its attorney-in-fact, for the sole purpose of executing such documents to effect the foregoing.

4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Washington without reference to its choice of law rules.

5. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or scanned copy and email shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

6. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

GEOSPIZA, INC. a Washington corporation

VIZX LABS, LLC, a Washington limited liability company

By:  _____ By: _____

**Name: Rob Arnold
Title: President**

**Name: John Thompson
Title: Chief Executive Officer**

By
W
W

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

GEOSPIZA, INC. a Washington corporation

VIZX LABS, LLC, a Washington limited liability company

By: _____

By:  _____

Name: Rob Arnold
Title: President

Name: John Thompson
Title: Chief Executive Officer

Schedule 1

to Assignment of Intellectual Property

The Acquired Intellectual Property as defined in the Purchase Agreement, which includes all Intellectual Property referenced in Section 2.1(d) of the Seller Disclosure Schedule.

Schedule 2.1(d)
Acquired Intellectual Property

1. Trademarks:

TRADEMARK	REGISTRATION NO.	SERIAL NO.	STATUS
Genesifter	2848558	76217100	Live
Genesifter.net	2848559	76417696	Live
VizX	2782442	76217100	Live
Biome	2942436	76371569	Live

2. CD containing the CVS directory which contains all source code required to run, deploy, manage and maintain the software application GeneSifter. Source code requires several free open source packages such as Perl, Apache, Mysql, Java, BioConductor, R, and other freely available libraries.
3. Sales force back up CD and transfer release of account to Geospiza.
4. Program for mining email addresses from Pub Med and corresponding email database containing previously mined data.
5. United States Patent #6,836,733, "Biological Sequence Pattern Probe"
6. Transfer of the following domain names: genesifter.net, genesifter.com, genesifter.org, microarraysuccess.com, microarraysuccess.org, vizlabs.com, vizlabs.net, vizlabs.org and vizx.org