

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Cyntellect, Inc., a Delaware Corporation	08/27/2011

RECEIVING PARTY DATA

Name:	Intrexon Corporation, a Virginia Corporation
Street Address:	1750 Kraft Drive
Internal Address:	Suite 1400
City:	Blacksburg
State/Country:	VIRGINIA
Postal Code:	24060

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	5874266
Patent Number:	6143535
Patent Number:	6534308
Patent Number:	6642018
Patent Number:	6514722
Patent Number:	6753161
Patent Number:	6804385
Patent Number:	7129070
Patent Number:	7505618
Patent Number:	7425426
Patent Number:	7300795
Patent Number:	7092557
Patent Number:	7622274
Application Number:	13030082

CH \$800.00 5874266

501666870

**PATENT
 REEL: 026947 FRAME: 0453**

Application Number:	11711426
Application Number:	12684854
Application Number:	12686359
Application Number:	12986792
Application Number:	12972305
Application Number:	12603413

CORRESPONDENCE DATA

Fax Number: (804)698-6044
Phone: (804) 697-1478
Email: matthew.osborne@troutmansanders.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Matthew C. Osborne
Address Line 1: 1001 Haxall Point
Address Line 2: Troutman Sanders Building
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER: 231709.000013

NAME OF SUBMITTER: Candice P. Dysart

Total Attachments: 8
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TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This Trademark and Patent Assignment Agreement (this "Agreement") is dated as of August 31, 2011, by and between CynTELlect, Inc., a Delaware corporation ("Assignor"), and Intrexon Corporation, a Virginia corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of August 27, 2011 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, transfer, convey and deliver to Assignee (i) the United States patent applications which are set forth on Schedule A attached hereto and incorporated herein by this reference, together with any corresponding patent applications filed by Assignor anywhere in the world which claim priority from the United States applications listed on Schedule A or from which the applications listed on Schedule A claim priority, and any patents, reissues, renewals, inventor's certificates, industrial design registrations or reexaminations issuing or resulting from any of the foregoing (collectively "Patents"); and (ii) the United States trademark registrations listed on Schedule B attached hereto and incorporated herein by this reference, and any corresponding registrations or pending applications filed by Assignor anywhere in the world, and all common law or other rights arising from Assignor's use of any other word, phrase, symbol, logo, design, brand or similar identifier in commerce to identify Assignor's products or services (collectively "Trademarks"); and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the obligations of Assignor and Assignee under the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, pursuant and subject to the terms of the Purchase Agreement and for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to the Patents and Trademarks, together with all of Assignor's right, title and interest in and to the goodwill of the business associated with and symbolized by such Patents and Trademarks, the application and registration therefor, and any rights of Assignor to sue, to recover for damages and profits, and to pursue other remedies for any past or future infringement of the Patents and Trademarks in the United States or any foreign jurisdiction.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further instruments of conveyance, transfer, assignment and other documents, at Assignor's cost, that are reasonably requested by Assignee to vest in Assignee all right, title and interest in and to the Patents and Trademarks, to give full effect to this Agreement,

and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.

3. Relationship to Purchase Agreement. This Agreement is being delivered pursuant to the Purchase Agreement and will be construed consistently therewith. This Agreement is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of the parties under the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern.

4. Counterpart Copies. This Agreement may be executed in counterparts and by facsimile signatures, any one of which need not contain the signatures of more than one party and each of which shall be an original, but all such counterparts taken together shall constitute one and the same instrument.

5. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Virginia, including all matters of construction, validity and performance.

6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7. Assignment; Successors and Assigns. Neither party to this Agreement may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

8. Amendment. Any provision of this Agreement may be amended or waived only in a writing signed by each of the parties hereto.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, each of Assignor and Assignee has caused its duly authorized representative to execute this Agreement as of the date first above written.

CYNTELLECT, INC.

By: Said Zarrabian
Said Zarrabian
Chief Executive Officer

INTREXON CORPORATION

By: _____
Rick Sterling
Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK AND PATENT ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused its duly authorized representative to execute this Agreement as of the date first above written.

CYNTELLECT, INC.

By: _____
Saïd Zarrabian
Chief Executive Officer

INTREXON CORPORATION

By: _____
Rick Sterling
Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK AND PATENT ASSIGNMENT AGREEMENT]

SCHEDULE A

PATENTS

PALSSN.001A		08/824,968	03/27/97	Targeted System for Removing Tumor Cells from Cell Populations	02/23/99	5,874,266
PALSSN.001CP1		09/049,677	03/27/98	Targeted System for Removing Tumor Cells from Cell Populations	11/07/00	6,143,535
PALSSN.001VPC	ONCOSIS.001VAU	67826/98	03/27/98	Targeted System for Removing Tumor Cells from Cell Populations	05/09/02	743239
	ONCOSIS.001VCA	2281112	03/27/98	Targeted System for Removing Tumor Cells from Cell Populations		
	ONCOSIS.001VJP	543286/1998	03/27/98	Targeted System for Removing Tumor Cells from Cell Populations	05/14/10	4512206
	ONCOSIS.001VJRP	2009-209779	03/27/98	Targeted System for Removing Tumor Cells from Cell Populations		
	ONCOSIS.001VDE	1011697	03/27/98	Targeted System for Removing Tumor Cells from Cell Populations	12/27/06	1011697
	ONCOSIS.001VFR	1011697	03/27/98	Targeted System for Removing Tumor Cells from Cell Populations	12/27/06	1011697
	ONCOSIS.001VGB	1011697	03/27/98	Targeted System for Removing Tumor Cells from Cell Populations	12/27/06	1011697
PALSSN.001CP2		09/451,659	11/30/99	Method and Apparatus for Selectively Targeting Specific Cells Within a Mixed Cell Population	03/18/03	6,534,308
ONCOSIS.004A		09/524,164	03/13/00	Method for Inducing a Response in one or more targeted cells	11/04/03	6,642,018
ONCOSIS.001CP3		09/728,281	11/30/00	Method and Apparatus for Selectively Targeting Specific Cells Within a Cell Population	02/04/03	6,514,722
ONCOSIS.001BPC	Oncosis.001BAU	19392/01	11/30/00	Method and Apparatus for Selectively Targeting Specific Cells Within a Cell Population	04/26/07	785290
	Oncosis.001BCA	2392534	11/30/00	Method and Apparatus for Selectively Targeting Specific Cells Within a Cell Population		
	Oncosis.001BEP	00982344.4	11/30/00	Method and Apparatus for Selectively Targeting Specific Cells Within a Cell Population		Allowed
	Oncosis.001BJP	542522/2001	11/30/00	Method and Apparatus for Selectively Targeting Specific Cells Within a Cell Population		
	Oncosis.001BEPD1	EP10175331.7	09/03/10	Method and Apparatus for Selectively Targeting Specific Cells Within a Cell Population		
P-ON 4686		09/961,691	09/21/01	Optoinjection methods	06/22/04	6,753,161
P-ON 4454		10/037,478	10/24/01	Method and device for selectively targeting cells within a three-dimensional specimen	10/12/04	6,804,385
FP-ON 5019	CYNTL.017AU	2002232892	10/24/01	Method and device for selectively targeting cells	10/09/08	2002232892

	CYNTL.017CA	2,426,871	10/24/01	within a three-dimensional specimen Method and device for selectively targeting cells within a three-dimensional specimen		
	CYNTL.017EP	01992423.2	10/24/01	Method and device for selectively targeting cells within a three-dimensional specimen		
	CYNTL.017EPD1	11001625.0	02/28/11	Method and device for selectively targeting cells within a three-dimensional specimen		
	CYNTL.017JP	2002-540540	10/24/01	Method and device for selectively targeting cells within a three-dimensional specimen		
	CYNTL.017JPD1	2008-137319	05/26/08	Method and device for selectively targeting cells within a three-dimensional specimen		
	CYNTL.017JPD2	2008-237226	09/10/08	Method and device for selectively targeting cells within a three-dimensional specimen		
ONCOSIS.001PCP	ONCOSIS.001PAU	2002333551	09/09/02	Optoinjection methods	11/15/07	2002333551
	ONCOSIS.001PCA	2,461,611	09/09/02	Optoinjection methods		
	ONCOSIS.001PEP	02799574.5	09/09/02	Optoinjection methods		
	ONCOSIS.001PJP	2003-530796	09/09/02	Optoinjection methods		
	ONCOSIS.001PRJP	2008-320275	12/16/08	Optoinjection methods		
ONCOSIS.001CP1C2		10/341,333	01/09/03	Targeted System for Removing Tumor Cells from Cell Populations	10/31/06	7,129,070
ONCOSIS.001CP3C1		10/359,483	02/04/03	Method and Apparatus for Selectively Targeting Specific Cells Within a Cell Population	03/17/09	7,505,618
ONCOSIS.007		10/801,931	03/15/04	Method for purification of cells based on product secretion	09/16/08	7,425,426
ONCOSIS.001CP5		10/814,966	03/30/04	Optoinjection methods	11/27/07	7,300,795
ONCOSIS.005VPC	ONCOSIS.005VAU	2004286834	10/28/04	Method and apparatus for cell permeabilization		
	ONCOSIS.005VCA	2542973	10/28/04	Method and apparatus for cell permeabilization		
	ONCOSIS.005VCN	200480031867.8	10/28/04	Method and apparatus for cell permeabilization		
	ONCOSIS.005VEP	04796645.2	10/28/04	Method and apparatus for cell permeabilization		
	ONCOSIS.005VJP	2006-538243	10/28/04	Method and apparatus for cell permeabilization		
CYNTL.017C1		10/952,152	10/27/04	Method and device for selectively targeting cells within a three-dimensional specimen	08/15/06	7,092,557
ONCOSIS.007VPC	ONCOSIS.007VAU	2005224624	03/14/05	Method for purification of cells based on product secretion	03/18/10	2005224624
	ONCOSIS.007VCA	2,559,736	03/14/05	Method for purification of cells based on product secretion		
	ONCOSIS.007VJP	2007-503988	03/14/05	Method for purification of cells based on product secretion	04/22/11	4728319
	ONCOSIS.007VJPD1	2011-33872	03/14/05	Method for purification of cells based on product secretion		
	ONCOSIS.007VDE	1725653	03/14/05	Method for purification of cells based on product secretion	05/21/08	1725653
	ONCOSIS.007VFR	1725653	03/14/05	Method for purification of cells based on product secretion	05/21/08	1725653
	ONCOSIS.007VGB	1725653	03/14/05	Method for purification of cells based on product secretion	05/21/08	1725653

	ONCOSIS.007VIE	1725653	03/14/05	Method for purification of cells based on product secretion	05/21/08	1725653
	ONCOSIS.007VNL	1725653	03/14/05	Method for purification of cells based on product secretion	05/21/08	1725653
	CYNTL.007VCH	1725653	03/14/05	Method for purification of cells based on product secretion	05/21/08	1725653
	ONCOSIS.007VSE	1725653	03/14/05	Method for purification of cells based on product secretion	05/21/08	5727754.3
	CYNTL.017C4	13/030,082	02/17/11	Method and device for selectively targeting cells within a three-dimensional specimen		
	ONCOSIS.005C1	11/711,426	02/27/07	Method and apparatus for cell permeabilization		
	ONCOSIS.007C1	11/842,090	08/20/07	Method for purification of cells based on product secretion	11/24/09	7,622,274
	CYNTL.011A	12/684,854	01/08/10	Genetic analysis of cells		
	CYNTL.012A	12/686,359	01/12/10	Laser mediated sectioning and transfer of cell colonies		
	CYNTL.011VPC	ONCOSIS.011VAU ONCOSIS.011VCN ONCOSIS.011VEP ONCOSIS.011VIN ONCOSIS.011VJP ONCOSIS.011VKR	2010203477 Instructed to file 10704239.2 5922/DELNP/2011 TBD 10-2011-7018456	07/28/11 TBD TBD 08/03/11 07/04/11 08/08/11	Genetic analysis of cells Genetic analysis of cells Genetic analysis of cells Genetic analysis of cells Genetic analysis of cells Genetic analysis of cells	
	CYNTL.012VPC	ONCOSIS.012VJP ONCOSIS.012VKR	TBD 10-2011-7018668	07/06/11 08/10/11	Laser mediated sectioning and transfer of cell colonies Laser mediated sectioning and transfer of cell colonies	
	ONCOSIS.1CP3C4	12/986,792	01/07/11	Method and Apparatus for Selectively Targeting Specific Cells Within a Cell Population		
	ONCOSIS.1CP5C3	12/972,305	12/17/10	Optoinjection methods		
	ONCOSIS.007C2	12/603,413	10/21/09	Method for purification of cells based on product secretion		

SCHEDULE B

TRADEMARKS

1. Registered Trademarks:

None.

2. Unregistered Trademarks:

[REDACTED]
LEAP
Cell Xpress
C-Lect
PhotoTherm
PhotoLux