

11-14-2002



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102280665

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Esoterix, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

10-17-02

2. Name and address of receiving party(ies)

Name: JP Morgan Chase Bank, as administrative and collateral agent

Internal

Address:

Street Address: 1166 Avenue of the Americas

City: New York State: NY

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
OCT 17 9:59 AM '02

Zip: 10036

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other a New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: September 30, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2529791

Additional number(s) attached Yes No

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

Name: Anita Baker, Esq.

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Johanne Rémy

Johanne Rémy
Signature

10/14/02
Date

Name of Person Signing

LMUELLER 00000054 2529791

Total number of pages including cover sheet, attachments, and document: 6

11/14/2002
01 FC:8521
02 FC:8522

40.00 OP
325.00 OP
All documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Doc # 30547340.PDF

TRADEMARK
REEL: 002616 FRAME: 0356

Summary Schedule

Registered Trademarks

Owner	Registered Trademark	Registration Number	Property Covered	Date Registered	Docket Number	Country of Registration
Esoterix, Inc.	IMMUNOMETRIX (STYLIZED)	2529791	Class 42	1/15/02	76241001	USA
Esoterix, Inc.	INCELTECT AND DESIGN	2585291	Class 42	6/25/02	76318972	USA
Esoterix, Inc.	LYMPHOPLEX	2578608	Class 42	6/11/02	76317883	USA
Esoterix, Inc.	MEDTRAX ESOTERIX LABORATORY INFORMATION TRACKING 5	2576168	Class 42	6/4/02	76317842	USA
Esoterix, Inc.	THROMBASSURE	2578609	Class 42	6/11/02	76317926	USA
Esoterix, Inc.	VIRAMAP AND DESIGN	2578622	Class 42	6/11/02	76318973	USA

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Trademark Applications

Owner	Trademark Application relates to following Trademark	Serial Number	Property Covered	Country of Registration
Esoterix, Inc.	ALLERPRINT	76281654	Class 5, 42	USA
Esoterix, Inc.	ALLERPRINT AND DESIGN	76294306	Class 5, 42	USA
Esoterix, Inc.	CENTERLINX AND DESIGN	76389647	Class 44	USA
Esoterix, Inc.	HCVMAP AND DESIGN	76374794	Class 44	USA
Esoterix, Inc.	HPV TRITECT	78143215	Class 44	USA
Esoterix, Inc.	HPVDETX (STYLIZED)	76356974	Class 44	USA
Esoterix, Inc.	HPVIDX (STYLIZED)	76357045	Class 44	USA
Esoterix, Inc.	SHOXDNA DX (STYLIZED)	76241618	Class 5, 42	USA

**CONDITIONAL ASSIGNMENT OF AND
GRANT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY RIGHTS
(TRADEMARKS)** dated as of September 29, 2002, by
ESOTERIX, INC., a Delaware corporation ("Esoterix"),
whose address is 4509 Freidrich Lane, Bldg. 1, Suite
100, Austin, Texas 78744 to **JPMORGAN CHASE
BANK**, in its capacity as collateral agent for the Lenders
(as defined in the Credit Agreement referred to below)
(together with its successors and assigns in such capacity
the "Collateral Agent"), whose address is 1166 Avenue
of the Americas, New York, New York 10036.

PREAMBLE

Reference is made to the Amended and Restated Credit Agreement dated as of December 4, 1998 (as supplemented, modified or amended through the date hereof, the "Credit Agreement") among Esoterix, the other Borrowers named therein, the Lenders and JPMorgan Chase Bank (as successor-in-interest to IBJ Schroder Bank & Trust Company), individually and as administrative agent and collateral agent for the Lenders.

In order to induce the Lenders to make certain loans and provide other financial accommodations to the Borrowers pursuant to, and subject to the terms and conditions of, the Credit Agreement, the Borrowers have agreed to grant to the Collateral Agent, for the ratable of the Lenders, a security interest in all of the Borrowers' assets, properties and rights in accordance with the terms of the Security Agreement.

Esoterix is executing and delivering this Conditional Assignment of the Grant of Security Interest in Intellectual Property Rights (Trademarks) (the "Assignment") for the purpose of recording with the United States Patent and Trademark Office the conditional assignment and grant of a security interest to the Collateral Agent in the intellectual property and rights of Esoterix referred to in Section 3 below.

ACCORDINGLY, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Esoterix hereby agrees as follows:

SECTION 1. Definitions. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Security Agreement.

SECTION 2. Incorporation. This Assignment is intended to supplement, and not amend or modify, the Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein. Anything contained herein to the

contrary notwithstanding, the Security Agreement and this Assignment will remain in full force and effect in accordance with their terms.


SECTION 3. Conditional Assignment and Grant of Security Interest. In order to secure to the Collateral Agent, for the ratable benefit of the Lenders, the full and punctual payment and performance of all of the Obligations, Esoterix hereby assigns, transfers, mortgages, pledges and conveys to the Collateral Agent, effective, at the option of the Collateral Agent, upon the occurrence of an Event of Default, and grants to the Collateral Agent a continuing first priority mortgage on and security interest in, all of Esoterix's rights (including, without limitation, the right to sue for past infringements), title and interests in and to those trademarks, registrations and applications for which registrations have been issued or applied for within the United States Patent and Trademark Office listed on Schedule 1 attached hereto and made a part hereof, together with all goodwill associated therewith (collectively, the "Trademark Rights").

SECTION 4. Purposes. This Assignment has been executed and delivered by Esoterix for the purpose of recording with the United States Patent and Trademark Office the conditional assignment of and grant of security interest in the Trademark Rights.

SECTION 5. Binding Effect. This Assignment is binding upon Esoterix and any successor or assign permitted under the Security Agreement and the Credit Agreement and shall inure to the benefit of the Collateral Agent and the Lenders and their respective successors and assigns.

IN WITNESS WHEREOF, Esoterix has caused this Assignment to be duly executed by its authorized officers as of the date first written above.

ESOTERIX, INC.

By: 
Name: _____
Title: CEO