

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Plexagen Diagnostics Ltd.		01/21/2005
RECEIVING PARTY DATA		
Name:	6338704 Canada Inc.	
Street Address:	302-145 York Street	
City:	Ottawa, Ontario	
State/Country:	CANADA	
Postal Code:	K1N 6Y3	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11578440	
CORRESPONDENCE DATA		
Fax Number:	(312)616-5700	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 616-5600	
Email:	assignments@leydig.com	
Correspondent Name:	Leydig, Voit & Mayer, Ltd.	
Address Line 1:	Two Prudential Plaza, Suite 4900	
Address Line 2:	180 North Stetson Avenue	
Address Line 4:	Chicago, ILLINOIS 60601-6731	
ATTORNEY DOCKET NUMBER:	254910	
NAME OF SUBMITTER:	Xavier Pillai, Ph.D.	
Total Attachments: 3 source=254910 Asset Transfer Agreement#page1.tif source=254910 Asset Transfer Agreement#page2.tif source=254910 Asset Transfer Agreement#page3.tif		

CH \$40.00 11578440

500172339

PATENT
 REEL: 018460 FRAME: 0798

INTELLECTUAL PROPERTY ASSET TRANSFER AGREEMENT

This Agreement is effective as of January 21, 2005.

BETWEEN:

PLEXAGEN DIAGNOSTICS LTD. ("Plexagen")

- and -

6338704 CANADA INC. (the "Purchaser")

WHEREAS, the Purchaser wishes to purchase from Plexagen certain intellectual property assets and Plexagen is willing to assign such intellectual property assets on the terms set out in this Agreement.

THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows.

1. Definitions

- (a) "Assets" means all Intellectual Property Rights in, to or related or associated in any manner with the technology described in U.S. provisional patent application Serial Number 60/563061 filed with the U.S. Patent & Trademark Office on April 16, 2004 entitled "System for Rapid Nucleic Acid Amplification and Detection".
- (b) "Encumbrance" means any pledge, lien, collateral assignment, security interest, mortgage, title retention, conditional sale or other security arrangement, or any charge, adverse claim of title, ownership or right to use, or any other encumbrance of any kind.
- (c) "Intellectual Property Rights" means, collectively, all of the following intangible worldwide legal rights, whether or not filed, perfected, registered or recorded: (i) patents, patent applications and patent rights and the inventions described and claimed therein, including any and all continuations, continuations-in-part, divisions, reissues, reexaminations or extensions thereof, whether now existing or hereafter filed, issued or acquired, and any and all foreign patents and patent applications corresponding thereto; (ii) rights relating to the protection of trade secrets and confidential information; (iii) design rights and industrial property rights; and (iv) all rights to sue for any past, present or future infringement of any of the foregoing rights and the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing rights, including without limitation damages for past, present or future infringement thereof.

2. Transfer of Assets

Plexagen hereby assigns to the Purchaser all of Plexagen's interest in the Assets, free and clear of any Encumbrances.

3. Purchase Price

On execution of this Agreement, the Purchaser will deliver to Plexagen the sum of \$1.00 in full satisfaction of the purchase price for the Assets.

OTTAWA/472012 1

4. Disclaimer

The Assets are sold, transferred, conveyed, assigned and delivered "as is". Except as expressly set out in this Agreement, Plexagen provides no warranties or conditions, express or implied, including any warranty or condition of merchantability or fitness for a particular purpose.


5. Miscellaneous

- (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior statements, representations, discussions, negotiations and agreements, both oral and written.
- (b) This Agreement is governed by and is to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.
- (c) This Agreement operates as an actual conveyance of all interest of Plexagen in and to the Intellectual Property Assets. Plexagen will execute and deliver such further documents, conveyances, deeds, assignments, transfers and the like and do such other acts as the Purchaser may reasonably request for the purposes of carrying out and giving full force and effect to the provisions of this Agreement.
- (d) This Agreement endures to the benefit of and is binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement.

PLEXAGEN DIAGNOSTICS LTD.

By:


Name: JAMES SAFF
Title: Director

6338704 CANADA INC.

By:

Name:

Title:


Witness

Witness

4. Disclaimer

The Assets are sold, transferred, conveyed, assigned and delivered "as is". Except as expressly set out in this Agreement, Plexagen provides no warranties or conditions, express or implied, including any warranty or condition of merchantability or fitness for a particular purpose.

5. Miscellaneous

- (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior statements, representations, discussions, negotiations and agreements, both oral and written.
- (b) This Agreement is governed by and is to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.
- (c) This Agreement operates as an actual conveyance of all interest of Plexagen in and to the Intellectual Property Assets. Plexagen will execute and deliver such further documents, conveyances, deeds, assignments, transfers and the like and do such other acts as the Purchaser may reasonably request for the purposes of carrying out and giving full force and effect to the provisions of this Agreement.
- (d) This Agreement enures to the benefit of and is binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement.

PLEXAGEN DIAGNOSTICS LTD.

By: _____

Name: _____

Title: _____

6338704 CANADA INC.

By: _____

Name: _____

Title: _____

Witness

Witness

AARON DEL DUCA

Name: Paul Lem
Title: Founder