

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CYTOCORE INC.	08/02/2007
ACCUMED INTERNATIONAL, INC.	08/02/2007
ONCOMETRICS IMAGING CORP.	08/02/2007

RECEIVING PARTY DATA

Name:	BRITISH COLUMBIA CANCER AGENCY BRANCH
Street Address:	675 West 10th Ave.
City:	Vancouver, BC
State/Country:	CANADA
Postal Code:	V5Z 1L3

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	6026174
Patent Number:	5942410
Patent Number:	5889881
Patent Number:	5557456
Patent Number:	4845552

CORRESPONDENCE DATA

Fax Number: (604)682-0274
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 604-682-7780
 Email: ddroode@smart-biggar.ca
 Correspondent Name: Brian G. Kingwell
 Address Line 1: Suite 2200 - 650 West Georgia Street
 Address Line 2: Box 11560, Vancouver Centre
 Address Line 4: Vancouver, BC, CANADA V6B 4N8

CH \$200.00 6026174

NAME OF SUBMITTER:

Brian G. Kingwell

Total Attachments: 8

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**ADDENDUM TO ASSIGNMENT AND AMENDMENT TO SETTLEMENT
AGREEMENT**

WHEREAS, (i) **CYTOCORE INC.** (formerly Molecular Diagnostics, Inc. and, before that, named Ampersand Medical Corp., and hereinafter "MDI"), a Delaware Corporation, (ii) **ACCUMED INTERNATIONAL, INC.** (hereinafter "Accumed"), a Delaware Corporation, and (iii) **ONCOMETRICS IMAGING CORP.** (hereinafter "Oncometrics"), a Yukon Territory Corporation, (hereinafter MDI, Accumed and Oncometrics collectively referred to as the "Assignors"), have, with (iv) **BRITISH COLUMBIA CANCER AGENCY BRANCH** (hereinafter the "Assignee"), of 675 West 10th Ave, Vancouver, BC, V5Z 1L3, entered into a written Assignment and Amendment to Settlement Agreement executed on 2 August 2007;

NOW THEREFORE, the Assignee hereby accepts the terms of that Assignment and Amendment to Settlement Agreement.

IN WITNESS WHEREOF THE ASSIGNEE has caused this Agreement to be duly executed.

EXECUTED at Vancouver, B.C., Canada this 9 day
of August, 2007.

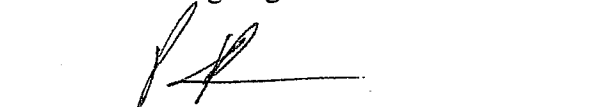
**BRITISH COLUMBIA CANCER
AGENCY BRANCH**



Name: Samuel D.M. Abraham Ph.D
Title: Director, Technology Development

STATEMENT OF WITNESS

On this 9 day of August, 2007, before me, personally appeared Sam Abraham of **BRITISH COLUMBIA CANCER AGENCY BRANCH**, known to me to be the individual who executed the foregoing instrument.


Signature of Witness

Print Name: Patrick Rebstain

ASSIGNMENT AND AMENDMENT TO SETTLEMENT AGREEMENT

WHEREAS, (i) **CYTOCORE INC.** (formerly Molecular Diagnostics, Inc. and, before that, named Ampersand Medical Corp., and hereinafter "MDI"), a Delaware Corporation, (ii) **ACCUMED INTERNATIONAL, INC.** (hereinafter "Accumed"), a Delaware Corporation, and (iii) **ONCOMETRICS IMAGING CORP.** (hereinafter "Oncometrics"), a Yukon Territory Corporation, (hereinafter MDI, Accumed and Oncometrics collectively referred to as the "Assignors"), have, with (iv) **BRITISH COLUMBIA CANCER AGENCY BRANCH** (hereinafter the "Assignee"), of 675 West 10th Ave, Vancouver, BC, V5Z 1L3, entered into a written settlement agreement dated the 31st day of December, 2004 (the "Settlement Agreement");

AND WHEREAS, pursuant to the Settlement Agreement, the Assignee has acquired and is to acquire from the Assignors all right, title and interest in, to and under the Oncometrics Intellectual Property Rights (as defined herein), including (i) the Oncometrics Technical Information (as defined herein), which Oncometrics Technical Information includes the inventions and improvements disclosed in the patents and applications identified in Schedule "A" hereto, and (ii) the Oncometrics Patent Rights (as defined herein), which Oncometrics Patent Rights include the patents and applications identified in Schedule "A" hereto and any corresponding applications or patents (including reissues, divisions, renewals or extensions of such patents or applications) or utility models, in any jurisdiction, related thereto by way of common inventorship or by priority claim;

AND WHEREAS, the parties to the Settlement Agreement wish to amend the following terms of that Agreement, *ab initio*, to reflect the intent of the parties at the time that Agreement was entered into: "Oncometrics Intellectual Property Rights", "Oncometrics Patent Rights" and "Oncometrics Technical Information";

AND WHEREAS, it is a requirement of the Settlement Agreement that the Assignors enter into this Assignment;

NOW THEREFORE, in consideration of the premises, one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby sell, assign, transfer, and set over unto the Assignee, and unto the Assignee's successors and assigns, all of the Assignors' right, title and interest, throughout the world, in, to and under the Oncometrics Intellectual Property Rights and the Assignors hereby waive and agree to cause any party for whom the Assignors are responsible at law or in equity to waive any moral rights associated with any of the Oncometrics Intellectual Property Rights, including:

- (a) the Oncometrics Patent Rights and the Oncometrics Technical Information, all rights associated therewith including all rights under the Hague Conventions, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all patents and applications for patent (including reissues, divisions, renewals, extensions, continuations, continuations-in-part and national phase entry applications) and all utility models in any country;
- (b) the right to file patent applications in connection with the Oncometrics Intellectual Property Rights in any and/or all countries around the world;
- (c) all right to recover damages, including royalties, for prior and/or future infringements of any patent applications and/or any other intellectual property rights identified in

Assignment
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Schedule "A" Attached

the proceeding paragraphs (a) and (b) and/or of any patents issuing in connection with any of same; and

- (d) all patents issuing on or from any and all patent applications referred to in the preceding paragraphs (a) or (b), including reissues and extensions thereof.

As part of the foregoing:

The Assignors hereby represent and warrant to Assignee, its successors, legal representatives, and assigns, that at the time of execution and delivery of these presents:

- (a) the execution and delivery of this Assignment by the Assignors and any other documents and instruments to be executed and delivered by the Assignors pursuant to this Assignment and the performance by the Assignors of the obligations contemplated hereby have been duly approved and authorized by the Assignors and, when executed, this Assignment shall constitute a valid and binding agreement on the part of the Assignors, enforceable in accordance with its respective terms and conditions;
- (b) neither the execution and delivery of this Assignment by the Assignors and any other documents and instruments to be executed and delivered by the Assignors pursuant to this Assignment, nor the performance by the Assignors of the obligations contemplated hereby violate any applicable statute, law, ordinance, rule or regulation, require any authorization, consent, approval, exemption or other action by or notice to any governmental body or violate, or conflict with, or will result in the creation of any lien, security interest, claim, pledge, license, assessment, restriction, charge or other encumbrance of any nature whatsoever upon the Oncometrics Intellectual Property Rights;
- (c) to the best of their knowledge, after due enquiry, the Assignors have good and marketable title to the Oncometrics Intellectual Property Rights, free and clear of any lien, security interest, claim, pledge, license, assessment, judgment, order, decree, injunction, covenant, restriction, charge, or other encumbrance of any nature whatsoever save and except for the MonoGen License (as defined herein), the security interest on certain Oncometrics patents granted to MonoGen Inc. (hereinafter "MonoGen") under the December 23, 2002 agreement between MonoGen, Accumed, Oncometrics and MDI, and the purchase and rights agreement between MDI and Waddell Developments Ltd. dated September 11, 2002 and the license, service and support agreement between MDI and Perceptronics Medical Inc. dated September 16, 2002. The Assignors will terminate the Perceptronics Medical Inc. and Waddell Developments Ltd. agreements as at the Closing Date specified in the Settlement Agreement. As the Assignors have settled their arbitration with MonoGen, the Assignors will request MonoGen release its security interest described above;
- (d) the Assignors are the owners of all right and title in and to the Oncometrics Intellectual Property Rights. None of the Oncometrics Intellectual Property Rights is subject to any restriction with respect to the transferability thereof and the Assignors have complete and unrestricted right to transfer same to Assignee pursuant to this Assignment. Neither the Assignors nor any Affiliate has any interest, right or title in,

to, or under any patent or patent application included within the Oncometrics Intellectual Property Rights;

- (e) the Oncometrics Patent Rights currently are in material compliance with all legal requirements including the payment of filing, examination and maintenance fees. None of the Oncometrics Patent Rights have been or are now involved in any interference, re-issue, re-examination or opposition proceeding, and no such proceeding has been threatened in writing. To the knowledge of the Assignors or any Affiliate, there is no patent, patent application, printed publication or other prior art of any person that conflicts in any material respect with any of the Oncometrics Patent Rights; and
- (f) no litigation is now pending and to the knowledge of any of the Assignors or any of their Affiliates, no litigation has been threatened with respect to the Oncometrics Intellectual Property Rights alleging any of the Assignors or any of their Affiliates has engaged in any activity or conduct that infringes upon, misappropriates, violates or constitutes the unauthorized use of any intellectual property rights of a third party or that challenges the ownership, use, validity or enforceability of any Oncometrics Intellectual Property Rights. To the knowledge of Assignors, no third party is infringing, misappropriating, violating or using any Oncometrics Intellectual Property Rights, other than MonoGen pursuant to the MonoGen License, and no claims of the foregoing have been brought against any third party.

For the purposes of this Assignment, "Affiliate" means any corporation, limited liability company, partnership, or other business entity controlled by, controlling or in common control with any of the Assignors, wherein for purposes of this definition, "control" means ownership, directly or indirectly, of 50% or more of the voting power of, or 50% or more of the equity interest in, such business entity.

For the purposes of this Assignment, "MonoGen License" means an agreement made as of December 29, 2000 between Oncometrics, MonoGen and Ampersand Medical Corp. whereby Oncometrics agreed to license certain intellectual property subject to the Master Agreement (as defined herein) to MonoGen.

For the purposes of this Assignment, "Master Agreement" means an agreement made as of May 29, 1989, between the Assignee, Microscan Imaging & Instrumentation, Inc. ("Microscan", now Xillix Technologies Corp.), Bruno Jaggi, and Dr. Branko Palcic, whereby rights to certain technology relating to a solid state microscope and analytical cytology device and patents were assigned to Microscan on and subject to the terms of such agreement.

As an amendment *ab initio* to the Settlement Agreement, and for the purposes of this Assignment, "Oncometrics Intellectual Property Rights" means any and all intellectual property rights, patent rights, copyrights, trade-marks, trade secrets, information, and know-how owned, licensed or controlled by Oncometrics or any of the Assignors or any Affiliate thereof that is included within, or is a development now or hereafter based on, the Oncometrics Patent Rights or the Oncometrics Technical Information;

As an amendment *ab initio* to the Settlement Agreement, and for the purposes of this Assignment, "Oncometrics Patent Rights" means the US and other patents and patent applications listed in Schedule "A" hereto and in Schedule "A" to the Settlement Agreement; the US and other patents and patent applications that issue from the US and other patent

applications listed in Schedule "A" hereto and in Schedule "A" to the Settlement Agreement; all other patents and patent applications owned by, licensed to or controlled by Oncometrics or any other of the Assignors or any Affiliate thereof relating to any patent or application identified in this paragraph or claiming any invention that is the subject of the claims in any patent or application identified in this paragraph; all patents that issue from applications claiming the priority of any of the foregoing patents or patent applications; all continuations, continuations in-part, divisionals, re-examinations, re-issues and extensions of any of the foregoing; and all counterparts of any of the foregoing;

As an amendment *ab initio* to the Settlement Agreement, and for the purposes of this Assignment, "Oncometrics Technical Information" means any and all trade secrets, information and know-how now or hereafter owned by, licensed to or controlled by Oncometrics or any other of the Assignors or any Affiliate thereof relating to Oncometrics Patent Rights, including without limitation any and all software, including the re-written application known as the "Savant" based on the Windows NT Operating System including all copyright and source code relating to such application and all intellectual property, improvements, enhancements and modification thereto as set out in the computer disk to be supplied by the Assignors upon the execution of the Settlement Agreement, tools, modules, products and documentation relating to and updates to the foregoing (all in both object and source code form), compositions, ideas, formulas, inventions (whether patentable or not and whether or not reduced to practice), methods, processes, products, techniques, clinical data and reports, technical data and know-how, testing data and specifications, invention records, research records and reports, development reports, experimental and engineering reports, pilot and other product designs, models, prototypes and specifications, product designs and specifications, raw material specifications, quality control reports and specifications, drawings, blueprints and photographs, models, tools and parts, manufacturing and production processes and techniques, and marketing data, reports and studies;

The Assignors will do any act required to aid the Assignee, its successors, assigns and legal representatives to obtain and enforce title and proper legal protection for the Oncometrics Intellectual Property Rights, in any country. The Assignors covenant that the Assignors will, each time a request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to establish, maintain, or perfect title, in whole or in part, to the Oncometrics Intellectual Property Rights in the Assignee, its successors, assigns, nominees or legal representatives. The Assignors agree to communicate to the Assignee, or its nominees, all facts respecting the Oncometrics Intellectual Property Rights and, at the request of the Assignee, its successors, assigns, nominees or legal representatives, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its own benefit, proper patent or other intellectual property protection for the Oncometrics Intellectual Property Rights, in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives.

In the event that the Assignee, or any successor or assign of Assignee, is unable for any reason whatsoever to secure the Assignors' signatures to any lawful document required to procure, perfect, enforce, defend and/or maintain any and/or all of the Oncometrics Intellectual Property Rights, the Assignors hereby irrevocably appoint the Assignee, its successors and assigns, and their respective duly authorized officers and agents, as the Assignors' agents and attorneys-in-fact to execute and file any such document and to do all other lawfully permitted acts to further the procurement, perfection, enforcement, defence and/or maintenance of any

and all of the Oncometrics Intellectual Property Rights, with the same legal force and effect as if executed by the Assignors.

For greater certainty, each of the terms "including", "include" and "includes", when used in this Assignment, is not limiting whether or not non-limiting language (such as "without limitation", "without limiting the foregoing", "but not limited to" or words of similar import) is used with reference thereto.

IN WITNESS WHEREOF THE ASSIGNORS have caused this assignment to be duly executed.

2 day of August EXECUTED at CHICAGO, IL this _____, 2007.

CYTOCORE INC.

Robert F. McCullough
Name: ROBERT F. MCCULLOUGH
Title: CFO

STATEMENT OF WITNESS

On this 2nd day of August, 2007, before me, personally appeared Robert F. McCullough of **CYTOCORE INC.**, known to me to be the individual who executed the foregoing instrument.

John R. Glass

Signature of Witness

Print Name: John R. Glass

EXECUTED at CHICAGO, IL this
2 day of AUGUST, 2007.

ACCUMED INTERNATIONAL, INC.

Robert McCullough
Name: Robert McCullough
Title: CFO

STATEMENT OF WITNESS

On this 2nd day of August, 2007, before me, personally appeared Robert McCullough of **ACCUMED INTERNATIONAL, INC.**, known to me to be the individual who executed the foregoing instrument.

John R Glass
Signature of Witness

Print Name: John R Glass

EXECUTED at CHICAGO, IL this
2 day of AUGUST, 2007.

ONCOMETRICS IMAGING CORP.

Robert McCullough
Name: Robert McCullough
Title: CFO

STATEMENT OF WITNESS

On this 2nd day of August, 2007, before me, personally appeared Robert McCullough of **ONCOMETRICS IMAGING CORP.**, known to me to be the individual who executed the foregoing instrument.

John R Glass
Signature of Witness

Print Name: John R Glass

SCHEDULE "A"

Title	Inventors	Jurisdiction	App No.	Priority	Filed	Patent	Issued
System and method for automatically detecting malignant cells and cells having malignancy-associated changes	Palcic; Branko; MacAulay; Calum Eric; Harrison; S. Alan; Lam; Stephen; Payne; Peter William; Garner; David Michael; Doudkine; Alexei	US	907532		August 8, 1997	6,026,174	February 15, 2000
Composition and method for staining cellular DNA, comprising thiazine derivative metabisulfite and methanol or ethanol	Lam; Paul Pong-Shing; Payne; Peter William; Garner; David Michael; Palcic; Branko		Appl. No.: 888434		July 7, 1997	5942410	August 24, 1999
Method and apparatus for automatically detecting malignancy-associated changes	MacAulay; Calum E.; Palcic; Branko; Garner; David M.; Harrison; S. Alan; Jaggi; Bruno W.	US	Appl. No.: 644893		May 10, 1996	5889881	March 30, 1999
Personal interface device for positioning of a microscope stage	Garner; David M.; Louie; Chun M.; Harrison; Daniel B.; Dale; Donald J.	US	Appl. No.: 206735		March 4, 1994	5,557,456	September 17, 1996
Quantitative light microscope using a solid state detector in the primary image plane	Jaggi; Bruno; Deen; Mohammed J.; Palcic; Branko	US	Appl. No.: 087387		August 20, 1987	4,845,552 Jaggi, et al.	July 4, 1989
Solid State Microscope	Jaggi, BW; Deen, MJ; Palcic, B.	Germany	89850028.5		1/2/1989	68915151.9	4/5/1994
Composition and method for staining cellular DNA comprising thiazine derivative metabisulfite and methanol or ethanol	Jaggi, BW; Deen, MJ; Palcic, B.	Canada	575314		8/27/1987	1304612	7/7/1992
Composition and method for staining cellular DNA	Lam, PP-S; Payne PW; Garner DM; Palcic B	Canada	2295545	07/07/97 (US)	07/07/98		
System and method for automatically detecting malignant cells and cells having malignancy-associated changes	Lam, PP-S; Payne PW; Garner DM; Palcic B	EPO/PCT	98931863.9	07/07/97	07/07/98		
System and method for automatically detecting malignant cells and cells having malignancy-associated changes	Palcic, Branko; Macaulay, Calum, Eric; Harrison, S., Alan; Lam, Stephen; Payne, Peter, William; Garner, David, Michael; Doudkine, Alexei.	Canada	2299707	08/08/97	08/06/98		
System and method for automatically detecting malignant cells and cells having malignancy-associated changes	Palcic, Branko; Macaulay, Calum, Eric; Harrison, S., Alan; Lam, Stephen; Payne, Peter, William; Garner, David, Michael; Doudkine, Alexei.	EPO/PCT	98938565.3	08/08/97	06/08/98		
Trainable automated imaging device	MacAulay, CE; Garner DM; Harrison SA; Jaggi, BW; Palcic B	Canada	2086786	10/04/92	1/06/93		
Automated detection of cancerous or precancerous tissue by measuring malignancy associated changes	MacAulay, CE; Palcic B; Garner DM; Harrison SA; Jaggi, BW;	Canada	2086785	10/04/92	1/06/93		
Automated detection of cancerous or precancerous tissue by measuring malignancy associated changes	MacAulay, CE; Palcic B; Garner DM; Harrison SA; Jaggi, BW;	Japan	1993(H05)-257358 (as opposed to 1993-1257358)	8/14/1992	10/14/93		
Composition and method for staining DNA		Japan	2000-502393 (PCT/CA98/00658)		July 7, 1998		
System and method for automatically detecting malignant cells and cells having malignancy associated changes		Japan	replaces 2502393 2000-506512 (PCT/CA98/00512) replaces 2506512		08/06/98		

Schedule "A" to the Assignment from MDI, Accumed, and Oncometrics (Assignors) to the British Columbia Cancer Agency Branch (Assignee)

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