

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BiotechPharma Corp. (formerly LaMina, Inc.)	03/17/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sonabank
<b>Street Address:</b>	550 Broadview Avenue
<b>City:</b>	Warrenton
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20186
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6106483
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(866)545-8601
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	6105247110
<b>Email:</b>	doutrim@outtrimlaw.com
<b>Correspondent Name:</b>	J. David Outtrim, Esq
<b>Address Line 1:</b>	657 Exton Commons
<b>Address Line 4:</b>	Exton, PENNSYLVANIA 19341
<b>ATTORNEY DOCKET NUMBER:</b>	2009-0107
<b>NAME OF SUBMITTER:</b>	J. David Outtrim
<b>Total Attachments: 3</b>	
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OP \$40.00 6106483

## PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 17<sup>th</sup> day of March, 2009, by and between BiotechPharma Corp. (formerly known as LaMina, Inc.), a Delaware Corporation with offices at 1712 Brookside Lane, Vienna, Va, USA 22182 ("Assignor") and Sonabank, a Virginia State Chartered Bank with offices at 550 Broadview Avenue, Warrenton, VA 20186 ("Assignee"), (both of which shall be collectively referred to as the "Parties").

WHEREAS, Assignor has invented the Apparatus for Obtaining a Cytology Monolayer (the "Invention"), and has been granted a United States Patent for said invention, Patent No. 6,106,483 (the "Patent"), granted on the patent application filed with the United States Patent and Trademark Office, Patent Application Number 08/905,833 (the "Patent Application"); and

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee, and its respective successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. **Payment.** In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of Ten Dollars in United States Currency (US \$10.00), payable upon execution of this Patent Assignment Agreement.
3. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee. Assignor further represents and warrants that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future.
4. **Further Actions.** Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
5. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Commonwealth of Virginia, without regard to conflicts of law principles.
6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one agreement.

Assignor

RC

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Assignee

MCC

7. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

8. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor: BiotechPharma Corp.  
1712 Brookside Lane  
Vienna VA 22182

If to Assignee: Sonabank  
550 Broadview Avenue  
Warrenton VA 20186

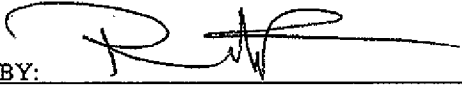
9. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.


10. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.


ASSIGNOR – BiotechPharma Corp.

ASSIGNEE – Sonabank

BY:   
\_\_\_\_\_  
Signature  
Raouf A. Guirguis, Chairman of the Board  
\_\_\_\_\_  
Print Name

BY:   
\_\_\_\_\_  
Signature  
W. E. Coney  
\_\_\_\_\_  
Print Name

Assignor 

Assignee 

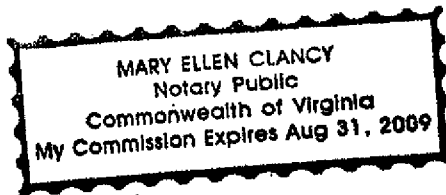
State of VIRGINIA )  
County of Augustine ) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Raouf A. Guirguis**, a duly appointed representative of BiotechPharma Corp. (formerly known as LaMina, Inc.) personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20<sup>th</sup> day of March, 2009.

Mary Ellen Clancy  
Signature of Notary Public

{Seal}



Printed Name of Notary

My commission expires on 8-31-09, 2009.  
REGISTRATION # 137104

State of VIRGINIA )  
County of PRINCE WILLIAM ) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mary Ellen Clancy, a duly appointed representative of Sonabank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20<sup>th</sup> day of March, 2009.

Alberta A. Gibson  
Signature of Notary Public

{Seal}



Printed Name of Notary

My commission expires on JUNE 30, 2009.

Assignor Re

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Assignee MCC