

**ASSIGNATION OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:

- 1 'The Assignor' **VINCENT BENOIT**
of 36 Regent Moray Street 2/1, Glasgow G3 8AH, United Kingdom

- 2 'The Assignee' **MODE DIAGNOSTICS LIMITED (formerly known as WIRELESS BIODEVICES LIMITED)** of 13 The Square, University Avenue, Glasgow G12 8QQ, United Kingdom

Recitals:

(A) The Assignor is the inventor of the invention or inventions entitled **ELECTRODE, ELECTROCHEMICAL SENSOR AND APPARATUS, AND METHODS FOR OPERATING THE SAME** ("the Invention") for which the United Kingdom Patent Application ("The Priority Application") and the International PCT Application ("the PCT Application") set forth in the schedule hereto have been filed

(B) The Assignor was at all relevant times an employee of the Assignee and by virtue of the nature and terms of his employment and the application of the UK Patents Act 1977 all of the Assignor's rights title and interest in to and under the Invention belong to the Assignee

(C) For the avoidance of doubt and to facilitate the prosecution of intellectual property protection for the Invention the Assignor has agreed to assign to the Assignee for the consideration hereinafter mentioned any and all rights title and interest he may have in to and under the Invention, the Priority Application and the PCT Application for all countries designated therein

Operative provisions:

In consideration for the payment of £1.00 and other valuable consideration by the Assignee to the Assignor the receipt and sufficiency of which is hereby acknowledged by the Assignor:

1 The Assignor hereby sells and assigns to the Assignee absolutely and free from incumbrances and with effect from immediately prior to the filing of the PCT application:

1.1 all his rights title and interest in all countries of the world in to and under the Invention, the Priority Application and the PCT Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as he may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

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PCT/GB2009/002664

1.3 all such rights as he may have to claim priority from the Priority Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee with effect from the date of filing of the PCT Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2 The Assignor hereby GRANTS the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in any countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the any Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.

3 The Assignor hereby UNDERTAKES that at the request and cost of the Assignee or its successors or assigns he will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

4 The Assignor hereby requests the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this Assignment.

5 This Assignment and undertaking shall be binding upon the heirs, executors, administrators, successors and/or assigns of the Assignor and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

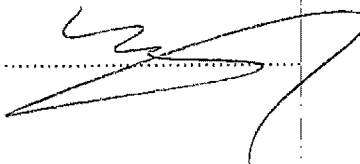
6 This agreement shall be governed by and interpreted in accordance with the laws of Scotland, and the courts of Scotland shall have exclusive jurisdiction to settle any disputes which may arise in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment and undertaking

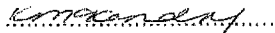
SCHEDULE

COUNTRY	Mewburn Ellis LLP COVER NO.	APPLN No.	FILING DATE
GB	MJN/LP6543961	0820817.5	13 November 2008
PCT	MJN/LP6650006	PCT/GB2009/002664	12 November 2009

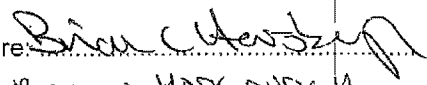
SIGNED by VINCENT BENOIT)
 on: 26.11.2009)
 in the presence of:)

Signature: 

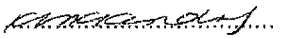
Witness

Signature: 
 Name: KRISTY MACKENZIE
 Address: c/o MODE DIAGNOSTICS
 C105, THOMSON BUILDING
 UNIVERSITY OF GLASGOW
 G12 8QQ

SIGNED for and on behalf of)
 MODE DIAGNOSTICS LIMITED)
 on: 26.11.09)
 in the presence of:)

Signature: 
 Name: BRIAN HORSBURGH
 Position: DIRECTOR

Witness

Signature: 
 Name: KRISTY MACKENZIE
 Address: c/o Mode Diagnostics
 C105, Thomson Building
 University of Glasgow
 G12 8QQ