

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DR. Carol HOLLAND-STALEY	05/04/2007
RECEIVING PARTY DATA	
Name:	LAB 21 LIMITED
Street Address:	184 CAMBRIDGE SCIENCE PARK
City:	CAMBRIDGE
State/Country:	UNITED KINGDOM
Postal Code:	CBR 0GA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12176577
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	080934-0701
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Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

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PATENT

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Intellectual Property Rights Assignment

THIS ASSIGNMENT IS DATED

BETWEEN

- (1) DR CAROL HOLLAND-STALEY c/o 675 Massachusetts Ave, Cambridge, MA 02139, USA ("the Assignor");
- (2) LAB 21 LIMITED of 2 Troon House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ, UK, its successors in title and assigns ("the Assignee").

BACKGROUND

- (A) The Parties entered into a patent licence agreement containing an option to purchase dated [5-4-07] 2006 in relation to the Licensed Patents and Licensed Intellectual Property ("the Licence and Option Agreement").
- (B) Pursuant to the Licence and Option Agreement, the Assignee has agreed to buy all of the Assignors right title and interest in and to the Licensed Patents and Licensed Intellectual Property on the terms of this Assignment.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

"Assignment" means this assignment agreement together with all Schedules and appendices and any amendments agreed by the Parties from time to time in writing;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London;

"Consideration" has the meaning set out in Clause 4.1;

"Intellectual Property Rights" means all present and future vested and contingent rights in patents, trade marks, designs, utility models, petty patents, trade or business names, domain names, copyright, data, database rights, topography rights, rights to

inventions, rights in Know-how, trade secrets, rights of confidence and rights in confidential information and any other intellectual property right or right of a similar or equivalent nature anywhere in the world, whether registered or unregistered, whether now known or hereafter invented and including applications for such rights and all extensions, renewals and reversions of such rights;

"Know-how" means all information, knowledge, experience, formulae, data and designs in the possession of the Licensor and which are relevant to exploitation of the Licensed Patents, Licensed Products or Licensed Services;

"Licensed Intellectual Property" means all Intellectual Property Rights and any and all biological and related materials and documents owned by the Licensor and which are relevant to exploitation of the Licensed Patents, Licensed Products or Licensed Services;

"Licensed Patents" means the patent applications set out in Schedule 1 of the Licence and Option Agreement together with all patent applications in the Territory which are equivalent to and/or claim priority from each and every patent application set out in Schedule 1 of the Licence and Option Agreement, and any and all granted patents issuing from all such applications, divisional, converted and continuation applications from such applications, together with all supplementary protection certificates and equivalent protection and all re-issues and extensions of such granted patents;

"Licensed Products" means diagnostic kits developed by the Licensee for identification or characterisation of the Hepatitis C virus in humans and which fall within the scope of any of the valid claims of any of the Licensed Patents;

"Licensed Services" means diagnostic services developed and provided by the Licensee (or sub-licensees) for identification or characterisation of the Hepatitis C virus in humans carried out by means other than use of Licensed Products and which fall within the scope of any of the valid claims of any of the Licensed Patents;

"Party" means a party to this Assignment;

"Transfer Date" means the date of this Assignment; and

- 1.2 Clause and schedule headings are for ease of reference only and do not affect the interpretation of this Agreement.
- 1.3 A person includes a corporate or unincorporated body.

SCHEDULE 1

The Licensed Patents

	Application No.	Owner	Patent No. (if issued)/ Publication No. (if not)	Title of the Invention
1	US03/07585	Dr. Carol Holland-Staley	US10/938405	Methods and compositions for identifying and characterizing Hepatitis C
2	EP03714097.7	Dr. Carol Holland-Staley	EP1490383	Methods and compositions for identifying and characterizing Hepatitis C
3	2003218111	Dr. Carol Holland-Staley	AU2003218111	Methods and compositions for identifying and characterizing Hepatitis C
4	PCT/US03/07585	Dr. Carol Holland-Staley	WO 03/077729	Methods and compositions for identifying and characterizing Hepatitis C

SIGNED by

DR. CAROL HOLLAND
for and on behalf of herself

Dr. Carol Holland

SIGNED for and on behalf of
LAB 21 LIMITED

acting by:

Signature of director of the Licensee

Print name of director of the Licensee

B. E. Clarke

DR. B. E. CLARKE