

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Puricore International Limited	06/09/2011
RECEIVING PARTY DATA	
Name:	PURICORE, INC.
Street Address:	508 Lapp Road
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11835813
CORRESPONDENCE DATA	
Fax Number:	(215)564-8120
Phone:	215-564-8602
Email:	Svictor@stradley.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Sheila Victor for Kevin R. Casey
Address Line 1:	Stradley Ronon Stevens & Young, LLP
Address Line 2:	2005 Market Street, Suite 2600
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	184337-0100
NAME OF SUBMITTER:	Sheila Victor
Total Attachments: 9 source=6-9-2011-Executed-Assignment-PIL-to-PI#page1.tif source=6-9-2011-Executed-Assignment-PIL-to-PI#page2.tif source=6-9-2011-Executed-Assignment-PIL-to-PI#page3.tif	

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Dated

9 June 2011

PURICORE INC.

-and-

PURICORE INTERNATIONAL LTD.

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PATENT ASSIGNMENT

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THIS DEED is dated 9 June 2011

**PARTIES**

- (1) **PURICORE, INC.**, a Delaware corporation whose principal place of business is 508 Lapp Road, Malvern, PA 19355, USA (**Assignee**);
- (2) **PURICORE INTERNATIONAL LIMITED** incorporated and registered in the United Kingdom with company number 02695450 whose registered office is at 2 Bloomsbury Street, London WC1B 3ST (**Assignor**).

**BACKGROUND**

- (A) The Assignor is the proprietor of, or applicant for, the Patents (as defined below).
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms set out in this Agreement.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this Clause apply in this Agreement:  
**Business Day:** a day other than a Saturday, Sunday or public holiday in England or the United States when banks in London or New York City are open for business;  
**Patents:** the patents and patent applications short particulars of which are set out in the Schedule; and  
**VAT:** value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax, and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.
- 1.2 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.3 References to Clauses and the Schedule are to the clauses and the schedule of this Agreement.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 **Writing or written** includes faxes but not e-mail.

1.7 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. **ASSIGNMENT**

2.1 In consideration of the sum of \$1 (of which the Assignor expressly acknowledges receipt and sufficiency), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents.

## 3. **VAT**

3.1 All payments made by the Assignee under this Agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.

3.3 If the Assignee fails to comply with its obligation under this Clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

## 4. **WAIVER**

4.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**5. ENTIRE AGREEMENT**

- 5.1 The parties agree that this Agreement constitutes the entire agreement between them, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between them.
- 5.2 Without prejudice to Clause 5.1, each of the parties acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this Agreement.

**6. VARIATION**

- 6.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**7. SEVERANCE**

- 7.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 7.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**8. COUNTERPARTS**

- 8.1 This Agreement may be executed in any number of counterparts and by the parties on different counterparts. Each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same agreement.

**9. THIRD PARTY RIGHTS**

- 9.1 Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

**10. NOTICES**

- 10.1 Any communication to be given in connection with the matters contemplated by this Agreement shall be in writing and shall either be delivered by hand or sent by first

class pre-paid post or facsimile transmission. Delivery by courier shall be regarded as delivery by hand. Such communication shall be sent to the address of the relevant party set out at the outset of this Agreement or the facsimile number set out below or to such other address or facsimile number as may previously have been communicated to the sending party in accordance with this Clause. Each communication shall be marked for the attention of the relevant person.

**Assignee**

Name: Andrea Holtzman Drucker  
(General Counsel)  
Address: PURICORE Inc.  
508 Lapp Road  
Malvern  
PA 19355, USA

**Assignor**

Name: Neil Blewitt  
Address: PURICORE  
International Ltd.  
Wolseley Court  
Stafford  
Technology Park  
Stafford ST18 0GA

Fax: +1 484 321 2725

Fax:

with a copy to Darren Weiss  
(Chief Financial Officer) at the same address/fax

- 10.2 A communication shall be deemed to have been served:
- (a) if delivered by hand at the address referred to above at the time of delivery;
  - (b) if sent by international courier (which for these purposes must be a courier that offers customer tracking capability) to the address referred to in that sub-clause, at the expiration of three clear days after the time of posting; and
  - (c) if sent by facsimile to the number referred to in Clause 10.1, at the time of completion of transmission by the sender.

If a communication would otherwise be deemed to have been delivered outside normal business hours (being 9:30 a.m. to 5:30 p.m. on a Business Day) under the preceding provisions of this Clause, it shall be deemed to have been delivered at the next opening of such normal business hours.

- 10.3 In proving service of the communication, it shall be sufficient to show that delivery by hand or international courier was made or that the facsimile was despatched and a confirmatory transmission report received.
- 10.4 A party may notify the other party in writing of a change to its name, relevant person, address or facsimile number for the purposes of Clause 10.1 provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place or if no date is specified or the date specified is

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less than five clear Business Days after the date on which notice is deemed to have been served, the date falling five clear Business Days after notice of any such change is deemed to have been given.

**11. GOVERNING LAW AND JURISDICTION**

- 11.1 This Agreement, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and each of the parties agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement or its subject matter.



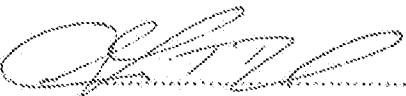
Schedule

Patent No (or Serial Number where patent has not yet been granted)	Title of Invention	Country	Status	Filing Date	Issue Date
11/835,813	COATED MEDICAL DEVICES AND METHODS OF MAKING SAME	US	FILED	8 August 2007	
2374819	OXIDATION-RESISTANT COATINGS	UK	GRANTED	27 April 2001	1 December 2004
2402896	OXIDATION-RESISTANT COATINGS	UK	GRANTED	29 September 2004	7 September 2005
6,752,757	OXIDATION-RESISTANT COATINGS	US	GRANTED	26 April 2002	22 June 2004
2006300929	ENDOSCOPE REPROCESSING APPARATUS	AU	FILED	10 October 2006	
2,625,484	ENDOSCOPE REPROCESSING APPARATUS	CA	FILED	10 October 2006	
602006015083.0-08 / 1 945 276	ENDOSCOPE REPROCESSING APPARATUS	DE/EP	GRANTED	10 October 2006	23 June 2010

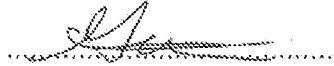
Patent No (or Serial Number where patent has not yet been granted)	Title of Invention	Country	Status	Filing Date	Issue Date
1 945 276	ENDOSCOPE REPROCESSING APPARATUS	FR/EP	GRANTED	10 October 2006	23 June 2010
1 945 276	ENDOSCOPE REPROCESSING APPARATUS	UK/EP	GRANTED	10 October 2006	23 June 2010
1 945 276	ENDOSCOPE REPROCESSING APPARATUS	NL/EP	GRANTED	10 October 2006	23 June 2010
1 945 276	ENDOSCOPE REPROCESSING APPARATUS	SE/EP	GRANTED	10 October 2006	23 June 2010
567949	ENDOSCOPE REPROCESSING APPARATUS	NZ	GRANTED	10 October 2006	8 January 2011

This document is executed as a DEED and is delivered and takes effect from the date written at the beginning of it.

Executed as a deed by  
PURICORE, INC.  
on being signed by:  
Gregory T Bosch  
in the presence of:

)  
)   
) Director  
)  
)

Signature of witness:



Name:

Grizzelle Montano

Address:

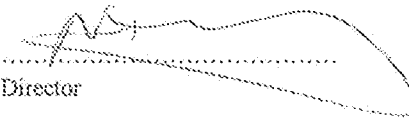
508 Lapp Road

Malver PA 19400

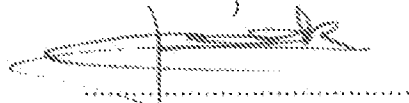
Occupation:

H.R. Assistant

Executed as a deed by  
PURICORE, INTERNATIONAL LTD.  
on being signed by:  
Neil Blewitt  
in the presence of:

)  
)   
) Director  
)  
)

Signature of witness:



Name:

Colin Lark

Address:

508 Lapp Road, Malver

PA 19400

Occupation:

Financial Accountant