

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sensortec Limited	10/05/2012
RECEIVING PARTY DATA	
Name:	Vantix Holdings Limited
Street Address:	Nautilus House
Internal Address:	La Cour des Casernes
City:	St. Helier
State/Country:	JERSEY
Postal Code:	JE1 3NH
PROPERTY NUMBERS Total: 7	
Property Type	Number
PCT Number:	GB1999002785
Patent Number:	6770190
PCT Number:	GB2002003894
Application Number:	10486840
PCT Number:	GB2005004357
Patent Number:	8163163
Application Number:	12045611
CORRESPONDENCE DATA	
Fax Number:	3128191910
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3128191900
Email:	mcooper@polsinelli.com
Correspondent Name:	Teddy C. Scott, Jr., Ph.D.
Address Line 1:	Polsinelli Shughart PC
Address Line 2:	161 North Clark Street, Suite 4200

CH \$280.00 GB1999002785

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

SENSORTEC LIMITED

NAME OF SUBMITTER:

Teddy C. Scott, Jr., Ph.D.

Total Attachments: 7

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THIS DEED is made on

October 5, 2012

**BETWEEN:-**

- (1) **SENSORTEC LIMITED**, a company registered in Jersey with company number 74700 whose registered office is at Nautilus House, La Cour des Casernes, St Helier, Jersey JE1 3NH ("the Assignor"); and
- (2) **VANTIX HOLDINGS LIMITED**, a company registered in Jersey with company number 111550 whose registered office is at Nautilus House, La Cour des Casernes, St Helier, Jersey JE1 3NH ("the Assignee").

**WHEREAS:-**

The Assignor has agreed to assign all of its right, title and interest in and to any and all Intellectual Property Rights to the Assignee upon the terms of this Deed.

**NOW THIS DEED WITNESSES as follows:-**

**1. DEFINITIONS**

- 1.1 In this Deed the following words and expressions shall, except where the context otherwise requires, have the following respective meanings:

"the Act" means the Copyright, Designs and Patents Act 1988;

"Core Patents" means those patents and patent applications brief details of which are set out in Schedule 1 and all and any inventions disclosed in those patents; and

"Intellectual Property Rights" means all and/or any intellectual property rights of whatever nature and howsoever arising including without limitation all and/or any inventions, patents (including without limitation the Core Patents), trade marks, service marks, registered designs, topography rights and utility models, pending applications for any of those rights, trade and business names, domain names, unregistered trade marks and service marks, rights in designs, copyrights and rights in the nature of copyright, moral rights, know-how, all rights in computer software (including without limitation database rights) and all other similar or equivalent industrial, intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future and all reversions, renewals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this Deed. The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

- 1.3 Words in the singular include the plural and vice versa. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

## 2. ASSIGNMENT

- 2.1 The Assignor hereby assigns with full title guarantee to the Assignee all of its right, title and interest in and to any and all Intellectual Property Rights (including without limitation all rights of action, benefits, powers and remedies) throughout the world to hold the same to the Assignee and its successors and assigns absolutely.
- 2.2 The assignment of all of the Assignor's right, title and interest in and to the Core Patents includes:
- 2.2.1 in respect of any and each application in the Core Patents: (i) the right to claim priority from and to prosecute and obtain grant of patent; and (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 2.2.2 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- 2.2.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Core Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;
- 2.2.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Core Patents or filed as aforesaid; and
- 2.2.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications [in the Patents or] filed as aforesaid, whether occurring before on or after the date of this agreement.
- 2.3 The Assignor hereby irrevocably waives all rights or has procured the waiver of all rights pursuant to Sections 77 to 89 of the Act (inclusive) and any similar so-called 'moral' rights relating to any copyright works comprised within the Intellectual Property Rights and prevailing anywhere in the world.

## 3. CONSIDERATION

- 3.1 In consideration for the assignment to it of the Assignor's Intellectual Property Rights, the Assignee shall allot and issue to the Assignor 10,000,000 Ordinary Shares of £1 each in the capital of the Assignee credited as fully paid up.

## 4. WARRANTIES

- 4.1 The Assignor warrants that:
- 4.1.1 it is the sole legal and beneficial owner of the Core Patents and it is properly registered as the applicant or proprietor;

4.1.2 all application, registration and renewal fees in respect of each of the Core Patents have been paid;

4.1.3 it has not assigned or licensed any of the rights under the Core Patents;

4.1.4 each Core Patent is free from any security interest, option, mortgage, charge or lien;

**5. GENERAL**

5.1 The Assignor shall, at the Assignee's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

5.2 No failure or delay by a party to exercise any right or remedy provided under this Deed 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.

5.3 No person other than a party to this Deed shall have any rights to enforce any term of this Deed.

5.4 This Deed is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

5.5 This Deed may be executed in any number of counterparts and by the different parties in different counterparts each of which when executed and delivered is an original but all such counterparts shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF** this Deed has been executed and delivered by the parties hereto the day and year first before written.

Executed as a deed by **SENSORTEC LIMITED**

acting by STEVEN LUFKIN

a director,



in the presence of:

.....  
SIGNATURE OF WITNESS

Witness Name: .....

Address: .....

.....  
Witness Occupation: .....

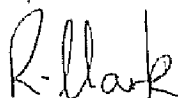
Executed as a deed by **VANTIX HOLDINGS LIMITED**

acting by JASON COWLEARD FOR AND ON BEHALF OF NTC MANAGEMENT LIMITED AND NTC SERVICES LIMITED

as corporate directors,



.....  
in the presence of:



.....  
SIGNATURE OF WITNESS

Witness Name: .Russell Clark

Address: c/o Nautilus House, St Helier, Jersey, Channel Islands

Witness Occupation: Administrator - Finance

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

Patent Family	Title	Filing Number/ Registration Number	Filing Date/ Registration Date	Status	Owner/ Assignee
1	A method of electrochemical indication of immuno-chemically active macromolecules in test solutions	Russia Patent No. - 2107296	March 20, 1998	Issued	Sensortech Limited
	Method of quantitative electrochemical analysis of an analyte	PCT - GB1999/002785 N/A	August 24, 1999 N/A	Nationalized	Sensortech Limited
		China Patent No. - ZL99812547.4	January 21, 2005	Issued	Sensortech Limited
		Europe - EP1108213	October 21, 2009	Validated in France; Switzerland (Abandoned); Germany, United Kingdom	Sensortech Limited
		France Patent No. - 1108213	October 21, 2009	Issued	Sensortech Limited
		Germany Patent No. - 69941572.1	October 21, 2009	Issued	Sensortech Limited
		United Kingdom Patent No. - GB2347223	March 26, 2003	Issued	Sensortech Limited
		India Patent No. - 204568	February 27, 2007	Issued	Sensortech Limited
		Japan Patent No. - 4774150		Issued	Sensortech Limited
		Russia Serial No.	August 24,		Sensortech

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		2161653	1998		Limited
		Serial No. 09/763,345 U.S. Patent No. - 6,770,190	May 29, 2001 August 3, 2004	Issued	Sensortec Limited
2	Methods for producing highly sensitive potentiometric sensors  Renamed: Polypyrrole-based sensors	PCT - GB2002/003894 N/A	August 23, 2002 N/A	Nationalized	Sensortec Limited
		India Patent No. - 218137	March 31, 2008	Issued	Sensortech Limited
		China Patent No. - ZL02820876.5	November 5, 2008	Issued	Sensortech Limited
		EP Serial No. - EP1423688 N/A	August 23, 2002 N/A	Pending	Sensortech Limited
		Japan Patent No. - 4567333	August 13, 2010	Issued	Sensortech Limited
		Russia Patent No. - 2301997	June 27, 2007	Issued	Sensortech Limited
		U.S. Serial No. 10/486,840 N/A	February 23, 2004 N/A	Pending Publication No. 2004- 0182719	Sensortec Limited
3	Improved Electrochemical Assay	PCT - GB2005/004357 N/A	November 10, 2005 N/A	Nationalized	Sensortech Limited
		China Patent No. - ZL200580038295.0	March 21, 2012	Issued	Sensortech Limited
		EP Serial No.- 05802662.6 N/A	November 10, 2005 N/A	Pending	Sensortech Limited
		India Serial No.- 3505/DELNP/2007	November 10, 2005 N/A	Pending	Sensortech Limited



		N/A			
		Japan Patent No. - 4714745	April 1, 2012	Issued	Sensortech Limited
		Russia Patent No. - 2410674	January 7, 2011	Issued	Sensortech Limited
		Serial No. 11/718,746 U.S. Patent No. 8,163,163	May 7, 2007 April 24, 2012	Issued	Sensortec Limited
4	<b>Electrochemical detection System</b>	U.S. Serial No. 12/045,611 N/A	March 10, 2008 N/A	Pending Publication No. 2008- 0217246	Sensortec Limited

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