

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Transfer Agreement
CONVEYING PARTY DATA	
Name	Execution Date
In Situ RCP A/S	12/30/2011
RECEIVING PARTY DATA	
Name:	Olink AB
Street Address:	Dag Hammarskjolds vag 52B
City:	Uppsala
State/Country:	SWEDEN
Postal Code:	SE-752 37
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11911527
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-443-9292
Email:	lgoldberg@sunsteinlaw.com
Correspondent Name:	Nancy Chiu Wilker
Address Line 1:	125 Summer Street
Address Line 2:	Sunstein Kann Murphy & Timbers LLP
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	3629B/102
NAME OF SUBMITTER:	Nancy Chiu Wilker
Total Attachments: 4 source=3629B_102_patent_transfer_agreement#page1.tif source=3629B_102_patent_transfer_agreement#page2.tif source=3629B_102_patent_transfer_agreement#page3.tif source=3629B_102_patent_transfer_agreement#page4.tif	

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PATENT

THIS PATENT TRANSFER AGREEMENT (this "Agreement") is entered into on 30. December 2011 (the "Effective Date") and made between:

- (1) In Situ RCP A/S, CVR registration no. 29690421 c/o NOVI, Niels Jernes Vej 10, DK9220 Aalborg, Denmark (the "Seller"); and
- (2) Olink AB, Swedish registration number 556663-6998, Dag Hammarskjölds väg 52B, SE-752 37 Uppsala, Sweden (the "Buyer").

1. BACKGROUND INFORMATION

- 1.1 Seller is the owner of the Invention (as defined below).
- 1.2 Buyer desires to acquire the Invention upon the terms and conditions set forth in this Agreement.

2. DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

"Invention" means the invention(s) relating to the Slicer Probe technology, as more fully described in Appendix A, the Patents, and the Documentation.

"Documentation" means any relevant non-public data and documentation within Seller's control relating to the Invention and which are necessary and useful to file, prosecute and maintain Patents.

"Patents" means (i) the patent applications and patents listed in Appendix A attached hereto, and (ii) any national or international patent applications claiming priority from such patent applications anywhere in the world, including any continuation applications, divisional applications or continuation-in-parts relating to such patent applications; any patents granted in respect of the patent applications falling within paragraph (i); and in relation to any patents falling within (ii) above, any reissues or renewals thereof and any extensions of the exclusivity granted in connection with such patents including any supplementary protection certificates or similar rights within the world.

3. INVENTOR QUIT-CLAIM

On the Effective Date, Seller shall provide Buyer with certified copies of prior agreements between Seller and the inventors of the Invention evidencing that the inventors have transferred the Invention to Seller, and have no remaining claims in relation to the Invention.

4. TRANSFER

- 4.1 Seller hereby transfers to Buyer all of its ownership rights, title, interest and additional rights in and to the Invention throughout the world, including, for clarity, all rights of action, powers, and benefits arising from ownership of the Invention, including without limitation the right to sue for damages and other legal remedies in respect of all causes of action arising before, on, or after the Effective Date.



- 4.2 Buyers shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Effective Date and associated with the perfection of rights, title, and interest in and to the Invention.
- 4.3 On execution of this Agreement, Seller shall promptly make complete and full disclosure to Buyer of Documentation. Seller further undertakes to take all measures necessary or useful to affect the transfer of the Invention or which may be required by Buyer for the purpose of prosecution of the Patents or otherwise for the purpose of making the assignment of the Invention effective, at Buyer's expense.

5. COMPENSATION

As sole compensation for the transfer of the Invention hereunder, Buyer shall pay to Seller an amount of DKK 737.092, the principal of the loan DKK 600.000 and accrued interest from 31. December 2009 until the Effective Date DKK 137.092, incl. VAT, payable on the Effective Date by set-off of Buyer's entire claim, including any accrued interest, against Seller under the Loan Agreement between Seller, Buyer, NOVI Innovation A/S and Ministeriet for Videnskab, Teknologi og Udvikling, dated 12 October 2009, whereby Buyer granted Seller a loan of principal DKK 600,000.00. This set-off represents the full remuneration and the Seller shall have no further claims for any compensation whatsoever.

6. WARRANTIES

Seller represents and warrants to Buyer that:

- 6.1 Seller is the sole and exclusive owner of all right, title and interest in and to the Invention and Patents, and that the practice of the Invention by Buyer will not infringe any intellectual property rights of any third party.
- 6.2 Seller has not previously assigned, transferred, conveyed or otherwise encumbered its right, title and interest in the Invention.
- 6.3 There is no actual or threatened infringement of the Invention by any third party or any other infringement or threatened infringement that would adversely affect Buyer's rights under this Agreement.
- 6.4 There are no litigations, proceedings, investigations or claims of any nature pending or threatened by or against the Seller which relate in any way to the Invention.
- 6.5 The Invention has been filed and diligently prosecuted in accordance with all applicable laws and have been maintained, with all applicable fees with respect thereto having been paid.
- 6.6 Each of the issued patents included in the Patents is valid and enforceable.
- 6.7 Except as otherwise expressly set forth in this Agreement, Seller makes no representations and extends no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or the absence of latent or other defects, whether or not discoverable.

7. LIMITATION OF LIABILITY

Neither Party is liable to the other for any indirect or consequential damages of any kind, including lost business and profits, arising out of this Agreement and regardless of whether such Party shall be advised, shall have other reason to know, or in fact shall know of the possibility of the foregoing.

8. MISCELLANEOUS

This Agreement represents the entire understanding between the Parties, and supersedes all other agreements, express or implied, between the Parties concerning the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the Parties hereto.

9. ARBITRATION AND GOVERNING LAW

9.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden, exclusive of choice of law provisions.

9.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator.

9.3 The seat of arbitration shall be Stockholm, Sweden and the arbitration proceeding shall be conducted in English unless the Parties agree otherwise.

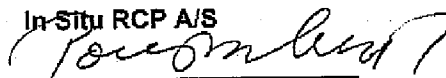
This Agreement has been executed in two (2) identical original copies of which the Parties have taken one each.

Olink AB



Simon Fredriksson, CEO

In Situ RCP A/S

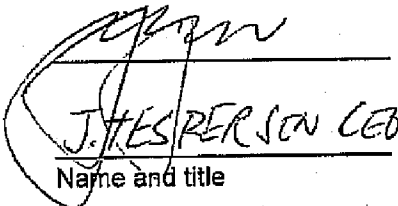


Poul Kvist, CEO

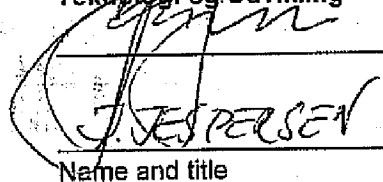
Acknowledgment:

The undersigned hereby agree and acknowledge of the transfer by In Situ RSP A/S to Olink AB of the Invention and the Patents. We agree that we have no claims against In Situ RSP A/S or Olink AB based on this transfer, and to the extent necessary under to the Loan Agreement dated 12 October 2009 or the Pledge Agreement dated 12 October 2009, we consent to this transfer. The provisions on arbitration and governing law in the Loan Agreement shall apply also to this acknowledgment.

NOVI Innovation A/S


Name and title

Ministeriet for Videnskab,
Teknologi og Udvikling


Name and title

Appendix A

Patent application no. 200680020917.1 (China)

Patent application no. 06706144.0 (European Union)

Patent application no. 8657/DELNP/2007 (India)

Patent application no. 11/911,527 (USA)