

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2012
CONVEYING PARTY DATA	
Name	Execution Date
IMMUNOPHOTONICS, INC.	12/31/2012
RECEIVING PARTY DATA	
Name:	IMMUNOPHOTONICS, INC.
Street Address:	1601 South Providence Road, #113
City:	Columbia
State/Country:	MISSOURI
Postal Code:	65211
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5747475
Patent Number:	6149671
Patent Number:	6290712
Patent Number:	6316007
Patent Number:	6673095
CORRESPONDENCE DATA	
Fax Number:	9185839659
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	918 599 0621
Email:	patents@fellerssnider.com
Correspondent Name:	TERRY L. WATT
Address Line 1:	321 SOUTH BOSTON
Address Line 2:	SUITE 800
Address Line 4:	TULSA, OKLAHOMA 74103
ATTORNEY DOCKET NUMBER:	32126/13/020

OP \$200.00 5747475

NAME OF SUBMITTER:

Terry L. Watt

**Total Attachments: 5**

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MERGER AGREEMENT  
OF  
IMMUNOPHOTONICS, INC., a Wyoming Corporation  
And  
IMMUNOPHOTONICS, INC., a Delaware Corporation

This Merger Agreement (this "AGREEMENT") is dated as of December 31, 2012, by and between IMMUNOPHOTONICS, INC., a Wyoming Corporation ("TARGET"), and IMMUNOPHOTONICS, INC., a Delaware Corporation ("ACQUIRER").

Whereas, the Board of Directors and the stockholders of TARGET have determined that TARGET is in need of additional capital and it is in the best interest of TARGET in anticipation of raising capital (the "Capital Raise") to reorganize as a Delaware corporation as that term is defined by Section 351 of the Internal Revenue Code of 1986 (the "CODE"); and

Whereas, ACQUIRER was organized at the direction of, and is controlled by, TARGET.

Now, therefore, intending to effect and qualify for a tax-free reorganization and exchange under Section 351 of the Code in consideration of the mutual covenants and agreements of the parties to this AGREEMENT (the "PARTIES"), the PARTIES agrees as follows:

1. Merger; Effective Time. Upon the terms and subject to the conditions hereof, in accordance with the Delaware General Corporation Law (the "DGCL") and the Wyoming Business Corporation Act (the "WBCA"), Target will be merged with and into Acquirer (the "MERGER"). Acquirer will be the surviving corporation (hereinafter referred to sometimes as the "SURVIVING CORPORATION") of the Merger, and the separate existence of Target shall cease. The Merger will be effective as of the date and at such time as this Agreement and any other documents necessary to effect the Merger in accordance with the DGCL and WBCA are duly filed with the respective Secretaries of State of the States of Delaware and Wyoming (the time the Merger becomes effective being referred to herein as the "EFFECTIVE TIME").

2. Exchange of Securities.

a. Conversion of Stock. At the Effective Time, the shares in Target of each Target stockholder ("TARGET STOCK") immediately prior to the Effective Time will, by virtue of the Merger and without further action on the part of any Target stockholder, be converted into the shares of fully paid and nonassessable Class A Common Stock, par value \$0.01 per share shown on Exhibit A, of Acquirer ("ACQUIRER STOCK"):

b. No Securities of Acquirer Outstanding. Immediately prior to the Effective Time, there are no outstanding securities of Acquirer.

c. Issuance of Stock Certificates. Promptly following the Effective Time, Acquirer shall issue stock certificates representing the Acquirer Stock to the holders of the Target Stock that were converted by virtue of the Merger. The stock issued pursuant to this section shall be subject to the terms of a shareholders' agreement in a form mutually agreed upon by the holders of the Target Stock and Acquirer (the "Stockholders' Agreement"). The certificates representing Acquirer Stock shall bear a legend substantially in the following form:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION TO THE REGISTRATION REQUIREMENTS OF SUCH ACT OR SUCH LAWS. THE SHARES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO THE TERMS OF A VALID SHAREHOLDERS' AGREEMENT LIMITING THE SALE, TRANSFER AND ASSIGNMENT THEREOF EXCEPT IN ACCORDANCE WITH SUCH AGREEMENT, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE CORPORATION.

d. Capitalization. The Parties represent and warrant that Exhibit A, attached hereto and by this reference made a part hereof, demonstrates the fully diluted capitalization of TARGET immediately prior to and following the Effective Time, as well as the capitalization of ACQUIRER immediately prior to and following the Effective Time.

3. Governing Documents. At the Effective Time, the Certificate of Incorporation of Acquirer in effect immediately prior to the Effective Time shall become the Certificate of Incorporation of the Surviving Corporation and the Bylaws of Acquirer in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation. The Operating Agreement of Target shall terminate immediately following the Effective Time.

4. Principal Office. The location of the principal office of Acquirer is 1601 S. Providence Road, Life Sciences Incubator, Columbia, Missouri 65211-3460. The location of the principal office of Acquirer in the State of Delaware is c/o Harvard Business Services, Inc., 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex. The name of Acquirer's registered agent in Delaware is Harvard Business Services, Inc.

5. Directors and Officers. At the Effective Time, the directors and officers of Acquirer immediately prior to the Effective Time shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation, and after the Effective Time shall serve in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

6. Employee Benefit Plans. At the Effective Time, the obligations of Target under or with respect to every plan, trust, program and benefit then in effect or administered by Target for the benefit of the officers and employees of Target shall become the lawful obligations of Acquirer and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, Acquirer hereby expressly adopts and assumes all obligations of Target under such employee benefit plans.

7. Further Assurances. After the Effective Time, Acquirer and its officers and directors may execute and deliver such deeds, assignments, assurances and other documents and do all other things necessary or desirable to vest, perfect or confirm title to Target's property or rights in Acquirer and otherwise to carry out the purposes of the Merger in the name of Target or otherwise.

8. Approval of Merger. The Merger has been approved by the holders of 100% of the outstanding stock of Target entitled to vote on this matter.

9. Assignment. Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. Abandonment. At any time before the Effective Time, this Agreement may be terminated and the Merger abandoned by the Board of Directors of Target or the Board of Directors of Acquirer, notwithstanding approval of this Agreement by the holders of the outstanding Target Stock and the Boards of Directors of the Target and Acquirer.

11. Amendment. At any time before the Effective Time, this Agreement may be amended, modified or supplemented by the Board of Directors of Target and the Board of Directors of Acquirer, notwithstanding approval of this Agreement by the holders of the outstanding Interests in Target; provided, however, that no such amendment, modification or supplement not approved by the holders of the outstanding Target Stock may adversely affect the benefits intended under this Agreement for the holders of the outstanding Target Stock.

12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and to be performed wholly within the State of Delaware without regard to principles of conflict of laws.

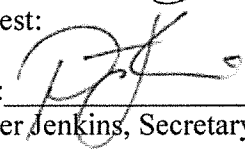
13. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**ACQUIRER**

IMMUNOPHOTONICS, INC., a Delaware Corporation


By:   
Tomas Hode, Chairman and CEO  
Attest:

By:   
Peter Jenkins, Secretary

**TARGET**

IMMUNOPHOTONICS, INC. a Wyoming Corporation

By:   
Tomas Hode, Chairman

Attest:  
By:   
Peter Jenkins, Secretary

**EXHIBIT A**  
**CAPITALIZATION SCHEDULE OF TARGET AND ACQUIRER**  
**TARGET**

Owner	Interest Type	Shares	% Prior to Closing	% Following Closing (Fully Diluted*)
ACT	Common	5,580	66.2%	0%
Irradia	Common	1,860	22.1%	0%
IPCI	Common	420	5.0%	0%
LEF	Common	160	1.9%	0%
Bruce Bradbury	Common	54	0.6%	0%
MTC	Common	165	2.0%	0%
Cheng - Li Lu	Common	54	0.6%	0%
Philip and Gen Chu Shou	Common	54	0.6%	0%
Tom & Claudia Johnson	Common	55	0.7%	0%
Randolph Mitchell	Common	4	0.05%	0%
Birch Fund LLC	Common	27	0.3%	0%
<b>TOTAL:</b>		8,433	100.0%	0%

**ACQUIRER**

Owner	Interest Type	Shares	% Prior to Closing	% Following Closing (Fully Diluted*)
ACT	Class A Common	558,000	0%	66.2%
Irradia	Class A Common	186,000	0%	22.1%
IPCI	Class A Common	42,000	0%	5.0%
LEF	Class A Common	16,000	0%	1.9%
Bruce Bradbury	Class A Common	5,400	0%	0.6%
MTC	Class A Common	16,500	0%	2.0%

Cheng - Li Lu	Class A Common	5,400	0%	0.6%
Philip and Gen Chu Shou	Class A Common	5,400	0%	0.6%
Tom & Claudia Johnson	Class A Common	5,500	0%	0.7%
Randolph Mitchell	Class A Common	400	0%	0.05%
Birch Fund LLC	Class A Common	2,700	0%	0.3%
<b>TOTAL:</b>		843,300	0%	100.0%

\* "Fully Diluted" does not include the shares committed to the Board for employee incentives or reserved for the Capital Raise, all of which may be suspended, terminated or cancelled by proper resolution without consent of Investors or plan participants.