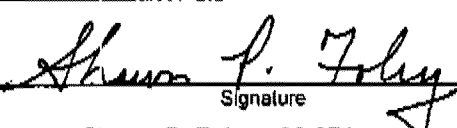


Form PTO-1595 (Rev. 03-11)  
OMB No. 0651-0027 (exp. 03/31/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

|   |  |
|---|--|
| <b>1. Name of conveying party(ies):</b><br>Diagnostic Innovations Limited<br><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   | <b>2. Name and address of receiving party(ies)</b><br>Name: <u>Peter Frederick McCulloch</u><br>Internal Address: _____<br>Street Address: _____<br><br>54 Hawthorn Lane, Wilmslow<br><br>City: <u>Cheshire</u><br>State: _____<br>Country: <u>United Kingdom</u> Zip: <u>SK9 5DQ</u><br>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                |
| <b>3. Nature of conveyance/Execution Date(s):</b><br>Execution Date(s): <u>February 11, 2013</u><br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement<br><input type="checkbox"/> Government Interest Assignment<br><input type="checkbox"/> Executive Order 9424, Confirmatory License<br><input type="checkbox"/> Other _____ | <b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application.<br>A. Patent Application No.(s) _____<br>B. Patent No.(s)<br><u>6,889,317</u><br><br>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| <b>5. Name and address to whom correspondence concerning document should be mailed:</b><br>Name: <u>Shawn P. Foley</u><br><u>LERNER, DAVID, LITTENBERG,</u><br><u>KRUMHOLZ &amp; MENTLIK, LLP</u><br><br>Internal Address: <u>Atty. Dkt. HGF 3.7-009</u><br>Street Address: <u>600 South Avenue West</u><br><br><br>City: <u>Westfield</u><br>State: <u>NJ</u> Zip: <u>07090</u><br>Phone Number: <u>908-654-5000</u><br>Fax Number: <u>908-654-7866</u><br>Email Address: <u>ataylor@ldlkm.com</u>   | <b>6. Total number of applications and patents involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">1</span><br><br><b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <u>40.00</u><br><br><input checked="" type="checkbox"/> Authorized to be charged to deposit account<br><input type="checkbox"/> Enclosed<br><input type="checkbox"/> None required (government interest not affecting title) |
| <b>9. Signature:</b><br><div style="text-align: center; margin-top: 20px;"> <br/>       _____<br/>       Signature     </div> <div style="text-align: center; margin-top: 10px;">       _____<br/>       Date     </div> <div style="text-align: center; margin-top: 10px;"> <u>Shawn P. Foley - 33,071</u><br/>       Name of Person Signing     </div>   | <b>8. Payment Information</b><br><br>Deposit Account Number <u>12-1095</u><br>Authorized User Name <u>Shawn P. Foley</u><br><br>Total number of pages including cover sheet, attachments, and documents: <span style="border: 1px solid black; padding: 2px 10px;">5</span>  |

CH \$40.00 121095 668931

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

THIS DEED OF ASSIGNMENT is dated 11 February 2013

**PARTIES**

- (1) **Diagnostic Innovations Limited** incorporated and registered in England and Wales with company number 04701908 whose registered office is Yorkshire House, 18 Chapel Street, Liverpool L3 9AG acting by its Administrators ("Assignor").
- (2) **Jonathan R Booth and Robert M Rutherford** of Parkin S Booth & Co, Yorkshire House, 18 Chapel Street, Liverpool L3 9AG ("the Administrators")
- (3) **Peter Frederick McCulloch** of 54 Hawthorn Lane, Wilmslow, Cheshire, SK9 6DQ ("Assignee").

**BACKGROUND**

- A The Administrators were appointed as administrators of the Assignor on 16 June 2012 and the Administrators agreed to transfer certain assets connected with allergy test kits to the Assignee.
- B The parties to this Assignment wish to confirm the transfer of such assets to the Assignee on the terms set out in this Assignment. The Administrators confirm that they have the authority to enter into this Assignment on behalf of the Assignor.

**1. INTERPRETATION**

The definition in this clause applies in this Assignment.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off or unfair competition, rights in websites and the content thereof, rights in designs and drawings, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**Patents:** the patents short particulars of which are set out in Schedule 1

**Domain Names:** the domain names listed in Schedule 2

**Other Assets:** means the other assets listed in Schedule 3

## 2. ASSIGNMENT

In consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee absolutely and the Assignee hereby accepts an assignment of all the Assignors right, title and interest in and to the Patents, the Domain Names and all Intellectual Property Rights subsisting in the Other Assets including without limitation all rights of action, powers and benefits arising from ownership of such rights in particular the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to on or after the date of this Assignment.

## 3. FURTHER ASSURANCE

The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this Assignment, whether in connection with any registration of title or other similar right or otherwise.

## 4. CAPACITY OF THE ADMINISTRATORS

The Administrators are entering into and signing this Assignment as Administrators of the Assignor and neither them nor any of their partners, firm, employees or employer shall incur any personal liability whatsoever in respect of any matter referred to in this Assignment.

## 6. GOVERNING LAW AND JURISDICTION

- 5.1 This Assignment shall be governed by and construed in accordance with the laws of England and Wales.
- 5.2 Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

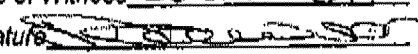
IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written

Executed as a deed by the Assignor (in administration) acting by the Administrators


Philip Robert Goodwin  
(Director of Diagnostic Innovations Limited)

Signature 

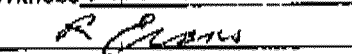
In the presence of

Name of Witness JULIE DAWSON  
Signature   
Address TALCOED HOUSE, CORNWALL RD  
PARTLBOROUGH, FURTS AIRE  
CH7 4TG

Jonathan R Booth

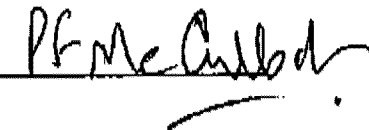
Signature 

In the presence of


Name of Witness ROBERT EVANS  
Signature   
Address YORKSHIRE HOUSE 18 CHAPEL STREET  
LIVERPOOL L3 9AG

Executed as a Deed by the Assignee  
by

Peter Frederick McCulloch

Signature 

in the presence of

Name of Witness IAN SHAW  
Signature   
Address 32, PARK AVENUE  
SALE, CHELSEA, M33 1HE

**Schedule 1 – The Patents**

US 6,689,317  
EP 0 981 751 B (United Kingdom)  
EP 0 981 751 B (France)  
EP 0 981 751 B (Germany)  
EP 0 981 751 B (Spain)  
EP 0 981 751 B (Italy)

**Schedule 2 – the Domain Names**

imutest.com  
imutest.de  
imutest.it  
imutest.fr  
imutest.es  
imutest.eu  
allergy-check.co.uk

**Schedule 3 – the Other Assets**

Assignor's Intellectual Property Rights associated with allergy test kits and including:

Contents of imutest.com website  
Imutest literature  
Copy of Outlook contacts database  
Copy of all Company Folder Data  
Copy of Quality Management System  
Imutest kit box designs  
Imutest kit box cutter forms  
Assignor's rights in the "Imutest" brand  
Assignor's rights in allergy test device design  
Assignor's goodwill associated with allergy testing