

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dr Edmund Richard Stephan Kunji</td> <td>02/27/2012</td> </tr> <tr> <td>Dr Shane Palmer</td> <td>02/27/2012</td> </tr> </tbody> </table>		Name	Execution Date	Dr Edmund Richard Stephan Kunji	02/27/2012	Dr Shane Palmer	02/27/2012						
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Cytoprom Limited</td> </tr> <tr> <td>Street Address:</td> <td>St John's Innovation Centre</td> </tr> <tr> <td>Internal Address:</td> <td>Cowley Road</td> </tr> <tr> <td>City:</td> <td>Cambridge</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>CB4 0WS</td> </tr> </table>		Name:	Cytoprom Limited	Street Address:	St John's Innovation Centre	Internal Address:	Cowley Road	City:	Cambridge	State/Country:	UNITED KINGDOM	Postal Code:	CB4 0WS
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PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12161389</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12161389								
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CORRESPONDENCE DATA													
Fax Number: 0000000000 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: +44-1223-968244 Email: info@cytoprom.com Correspondent Name: Cytoprom Ltd Address Line 1: 5 Regency Square Address Line 4: Cambridge, UNITED KINGDOM CB1 3WL													
ATTORNEY DOCKET NUMBER:	BUBBLE EXCLUDER												
NAME OF SUBMITTER:	Vaughan William Wittorff												
Signature:	/VWittorff/												
Date:	06/27/2013												

OP \$40.00 12161389

Total Attachments: 5

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DEED OF ASSIGNMENT

THIS AGREEMENT is made the 27th day of February 2012 ("Effective Date")

BETWEEN

- 1 **CYTOPROM LIMITED**, a company incorporated under the laws of England (Company No. 07754950) whose registered office and principal place of business is at St John's Innovation Centre, Cowley Road, Cambridge CB4 0WS ("Cytoprom"); and
- 2 **DR EDMUND KUNJI**, an individual of c/o Cytoprom Limited, St John's Innovation Centre, Cowley Road, Cambridge CB4 0WS ("Kunji"); and
- 3 **DR SHANE PALMER**, an individual of c/o Cytoprom Limited, St John's Innovation Centre, Cowley Road, Cambridge CB4 0WS ("Palmer"); and

BACKGROUND

- 1 Kunji and Palmer were the original inventors of technology to exclude bubbles from cell culture samples to aid continuous measurement of cell density of a culture and their then employer, MRC (as defined below), was the original proprietor of the Patent and the Know-how (as defined below) covering such technology.
- 2 By a written assignment agreement dated 31 August 2011 ("the MRC Assignment") MRC assigned the Patent and the Know-how to the Inventors (as defined below) absolutely to hold the same jointly.
- 3 The Inventors have now agreed to assign their interests in the Patent and Know-how to Cytoprom absolutely in accordance with the terms and conditions of this Deed of Assignment.

AGREED TERMS

1 DEFINITIONS

- 1.1 **"Inventors"** means Kunji and Palmer jointly.
- 1.2 **"Know-how"** means all information currently or previously in the possession of the Inventors and/or MRC and not in the public domain (including discoveries,

inventions, data, formulae, techniques, procedures for experiments and tests, designs, sketches, records, biological and chemical materials and analyses and interpretations of information which is in the public domain) that is useful and/or desirable for the commercial exploitation of products based on the Patent and/or which relates to the subject matter of the Patent.

1.3 **"MRC"** means the Medical Research Council, a public body established by Royal Charter and incorporated under the laws of England having its head office address at 2nd Floor David Phillips Building, Polaris House, North Star Avenue, Swindon, SN2 1FL.

1.4 **"Patent"** means all patent applications in the Territory that are equivalent to and/or claim priority from the patent applications full particulars of which are set out in the Schedule, together with any and all granted patents issuing from such applications and including without limitation all re-issues, divisionals, continuations and extensions of such granted patents.

1.5 **"Territory"** means the world.

2 ASSIGNMENT AND DELIVERY UP

2.1 The Inventors hereby assign to Cytoprom absolutely with full title guarantee all of their rights, title and interest in and to the Patent and the Know-how together with all rights of action, powers and benefits arising from ownership of the Patents and the Know-how, including without limitation the right for Cytoprom to bring proceedings against any third party for infringement of the rights of the Inventors in the Patent and/or the Know-how, whether such infringement occurred before or after the date of this Deed of Assignment. The Inventors further assign to Cytoprom absolutely the benefit of the further assurance provisions of clause 2.1 of the MRC Assignment under whose terms MRC agrees to execute any additional documents necessary to vest title in the Patent and the Know-how and the benefit of the promise, by MRC, not to charge for its employees' time.

2.2 To the extent that they have not already done so, the Inventors agree to deliver up and transfer to Cytoprom, within 7 days of the Effective Date, all Know-how and copies thereof in their possession as at the Effective Date.

3 FURTHER ASSURANCE

- 3.1 The Inventors and each of them hereby covenant with Cytoprom that they will, at the request and expense of Cytoprom, execute all such further assignments, transfers, deeds, documents or other assurances and do all further acts and things as Cytoprom may require in order to become the legal and beneficial owner of the Patent and the Know-how and otherwise to give effect to the terms of this Deed of Assignment.

4 GENERAL

- 4.1 This Deed of Assignment constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this Deed of Assignment, save those expressly set out in this Deed of Assignment, and that they shall have no rights or remedies with respect to such subject matter otherwise than under this Deed of Assignment save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party.
- 4.2 No person who is not a party to this Deed of Assignment shall have any rights to enforce or enjoy the benefits of this Deed of Assignment whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding that any term of this agreement may be or become enforceable by a person who is not a party to it, the terms of this Deed of Assignment or any of them may be varied, amended or modified or this Deed of Assignment may be suspended, cancelled or terminated by agreement in writing between the parties or this Deed of Assignment may be rescinded (in each case), without the consent of any such third party.
- 4.3 This Deed of Assignment shall be construed and applied in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the courts of England.

THIS DEED OF ASSIGNMENT has been executed as a deed and delivered on the date stated at the beginning of this Deed of Assignment.

EXECUTED AS A DEED

by **CYTOPROM LIMITED**

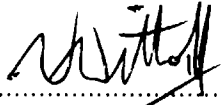
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Dr Vaughan Wittorff, Director

In the presence of:

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Witness signature (YANG LEE)

Witness address:

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352 GLENALMOND AVENUE

CAMBRIDGE CB2 8DT

UNITED KINGDOM

EXECUTED AS A DEED


by **DR EDMUND KUNJI**

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Dr Edmund Kunji

In the presence of:

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Witness signature (YANG LEE)

Witness address:

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UNITED KINGDOM

EXECUTED AS A DEED

by **DR SHANE PALMER**

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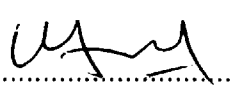
Dr Shane Palmer

In the presence of:

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SCHEDULE

The Patent

Territory	Patent Number	Title
Australia	AU2007217208	Apparatus and Method for Monitoring Culture
Canada	CA2,637,776	Apparatus and Method for Monitoring Culture
USA	US12/161389	Apparatus and Method for Monitoring Culture
Japan	JP555872/2008	Apparatus and Method for Monitoring Culture
EPC Member States	EU07705249.6	Apparatus and Method for Monitoring Culture