

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3096171

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AUTISM BIODIAGNOSTIC LIMITED	02/18/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AUTISM BIOTECH LIMITED
<b>Street Address:</b>	35 RICHMOND ROAD
<b>City:</b>	READING, BERKSHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	RG4 7PR
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13994671
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)268-7522
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	415-268-7624
<b>Email:</b>	mstout@mofo.com
<b>Correspondent Name:</b>	BRIAN B. HO
<b>Address Line 1:</b>	MORRISON & FOERSTER LLP
<b>Address Line 2:</b>	425 MARKET STREET
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105
<b>ATTORNEY DOCKET NUMBER:</b>	616562013300
<b>NAME OF SUBMITTER:</b>	BRIAN B. HO
<b>SIGNATURE:</b>	/Brian B. Ho/
<b>DATE SIGNED:</b>	11/05/2014
<b>Total Attachments: 11</b>	
source=61656-2013300-Assignment-Autism_Biodiagnostic_to_Autism_Biotech#page1.tif	
source=61656-2013300-Assignment-Autism_Biodiagnostic_to_Autism_Biotech#page2.tif	
source=61656-2013300-Assignment-Autism_Biodiagnostic_to_Autism_Biotech#page3.tif	
source=61656-2013300-Assignment-Autism_Biodiagnostic_to_Autism_Biotech#page4.tif	
source=61656-2013300-Assignment-Autism_Biodiagnostic_to_Autism_Biotech#page5.tif	
source=61656-2013300-Assignment-Autism_Biodiagnostic_to_Autism_Biotech#page6.tif	

PATENT

source=61656-2013300-Assignment-Autism\_Biodiagnostic\_to\_Autism\_Biotech#page7.tif  
source=61656-2013300-Assignment-Autism\_Biodiagnostic\_to\_Autism\_Biotech#page8.tif  
source=61656-2013300-Assignment-Autism\_Biodiagnostic\_to\_Autism\_Biotech#page9.tif  
source=61656-2013300-Assignment-Autism\_Biodiagnostic\_to\_Autism\_Biotech#page10.tif  
source=61656-2013300-Assignment-Autism\_Biodiagnostic\_to\_Autism\_Biotech#page11.tif

DATED

18/02/13.

**DEED OF ASSIGNMENT OF PATENTS**

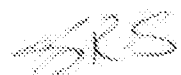
between

**AUTISM BIOTECH LIMITED**

and

**AUTISM BIODIAGNOSTIC LIMITED**

Carson McDowell LLP  
Murray House, Murray Street,  
Belfast, BT1 6DN  
T. +44 (0) 28 9024 4951  
F. +44 (0) 28 9024 5768  
DX 403 NR BELFAST  
E. [law@carson-mcdowell.com](mailto:law@carson-mcdowell.com)  
[www.carson-mcdowell.com](http://www.carson-mcdowell.com)



**PATENT**

**REEL: 034176 FRAME: 0279**

**CONTENTS**

---

**CLAUSE**

1.	Interpretation.....	1
2.	Assignment.....	2
3.	Improvements.....	3
4.	VAT.....	3
5.	Warranties.....	3
6.	Indemnity.....	4
7.	Further assurance.....	4
8.	Waiver.....	5
9.	Entire agreement.....	5
10.	Variation.....	6
11.	Severance.....	6
12.	Counterparts.....	6
13.	Third party rights.....	6
14.	Notices.....	6
15.	Governing law and jurisdiction.....	7

**SCHEDULE**

SCHEDULE 1.	PATENTS.....	8
-------------	--------------	---

THIS DEED is dated

**PARTIES**

- (1) **AUTISM BIODIAGNOSTIC LIMITED** incorporated and registered in England and Wales with company number 05609439 whose registered office is at 44 Uplands Road, Benfleet, Essex, SS7 5AY ("Assignor").
- (2) **AUTISM BIOTECH LIMITED** incorporated and registered in England and Wales with company number 08285373 whose registered office is at 145-157 St John Street, London, England, EC1V 4PW ("Assignee").

**BACKGROUND**

- (A) The Assignor is the proprietor of or applicant for the Patents (as defined below).
- (B) The Assignor has agreed to assign the Patents to the Assignee on the terms set out in this agreement.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Improvement:** any improvement, enhancement or modification to the technology that is the subject of any of the Patents.

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

**VAT:** value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax, and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

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

- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 **Writing or written** includes faxes but not e-mail.
- 1.9 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## 2. ASSIGNMENT

- 2.1 In consideration of the sum of £10.00 (ten pounds sterling) (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:
- (a) 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;
  - (b) 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 applications comprised in the 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.
  - (c) the absolute entitlement to any patents granted pursuant to any applications comprised in the Patents or filed as aforesaid; and
  - (d) 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 filed as aforesaid, whether occurring before on or after the date of this agreement.

2.2 The Assignor acknowledges and agrees that the consideration is an accurate reflection of the value of the Patents at the date of this agreement prior to the cost of the manufacture or commercialisation of any article falling within the scope of any of the claims of any of the Patents to be subsequently incurred by the Assignee.

### 3. IMPROVEMENTS

If the Assignor makes, devises, or discovers, or otherwise acquires rights in, any Improvement it shall, to the extent that it is not prohibited by law or by any obligation to any other person, promptly notify the Assignee in writing, giving details of the Improvement and shall, if the Assignee so requests, enter into good faith negotiations with a view to assigning its rights in the Improvement to the Assignee.

### 4. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

### 5. WARRANTIES

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of the Patents and it is properly registered as the applicant or proprietor;
- (b) all application, registration and renewal fees in respect of each of the Patents have been paid;
- (c) it has not assigned or licensed any of the rights under the Patents;
- (d) each Patent is free from any security interest, option, mortgage, charge or lien;
- (e) it is unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Patents or of anything that might render any of the Patents invalid or subject to a compulsory licence order or prevent any application in the Patents proceeding to grant;
- (f) so far as it is aware, exploitation of the Patents will not infringe the rights of any third party; and
- (g) all previous assignments of the Patents are valid and were registered within applicable time limits.

**6. INDEMNITY**

- 6.1 The Assignor shall indemnify and hold the Assignee harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that the Assignee suffers or incurs as a result of or in connection with any breach by the Assignor of the warranties in clause 5 above. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.
- 6.2 Subject to clause 6.4 below, this indemnity shall apply whether or not the Assignee has been negligent or at fault.
- 6.3 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.
- 6.4 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

**7. AGREEMENT TO LICENCE**

- 7.1 If an order is made pursuant to section 238 Insolvency Act 1986 to set aside this agreement the Assignor shall, at its own cost, perform (or procure the performance of) all acts and things, and execute and deliver (or procure the execution or delivery of) all documents, required by law or which the Assignee requests to enable the Assignor to grant to the Assignee, free from any royalty or any other fees, a perpetual licence under the Patents to manufacture, use and sell or otherwise supply any article falling within the scope of any of the claims of any of the Patents.

**8. FURTHER ASSURANCE**

- 8.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including:
- (a) registration of the Assignee as applicant for, or proprietor of, the Patents; and
  - (b) assisting the Assignee in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or



against the Assignee against or by any third party relating to the rights assigned by this agreement.

- 8.2 The Assignor irrevocably appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 8.4, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.
- 8.3 This power of attorney is irrevocable as long as the Assignor's obligations under this agreement remain undischarged.
- 8.4 Without prejudice to clause 8.2, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this agreement requires the Assignor to take;
  - (b) exercise any rights which this agreement gives to the Assignor; and
  - (c) appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.
- 8.5 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

**9. WAIVER**

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

**10. ENTIRE AGREEMENT**

- 10.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 10.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

10.3 Nothing in this clause shall limit or exclude any liability for fraud.

**11. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**12. SEVERANCE**

12.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

12.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

**13. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

**14. THIRD PARTY RIGHTS**

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

**15. NOTICES**

15.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

- (a) Assignor: FAO Siamak Shahnooshi, Autism Biodiagnostic Limited, 44 Uplands Road, Benfleet, Essex, SS7 5AY
- (b) Assignee: FAO Suzanne Roghieh Saffie-Siebert, Autism Biotech Limited, 145-157 St John Street, London, England, EC1V 4PW.

or as otherwise specified by the relevant party by notice in writing to each other party.

- 15.2 Any notice or other communication shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
  - (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
  - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 15.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.
- 15.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**16. GOVERNING LAW AND JURISDICTION**

- 16.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 16.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



Schedule 1 Patents

Patent No.	International Publication Date	International Filing Date	Title
WO 2004/079371 A1 (PCT/SE2004/000193)	16 September 2004	2 March 2004	Diagnosis of Autism
WO 2012/ 08205 (PCT/SE2011/051504)	21 July 2012	13 December 2011	Novel biomarker and uses thereof in diagnosis, treatment of autism

Executed as a deed by **AUTISM  
BIODIAGNOSTIC LIMITED** acting  
by Siamak Shahnooshi, a director, in  
the presence of:

  
.....  
Siamak Shahnooshi

18/02/13

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address

.....  
Occupation

Executed as a deed by **AUTISM  
BIOTECH LIMITED** acting by  
Suzanne Roghieh Saffie-Siebert, a  
director, in the presence of:

  
.....  
S. R. Saffie-Siebert

18/2/13

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address

.....  
Occupation