

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3362076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMMUNOSOLV LIMITED	10/09/2012
RECEIVING PARTY DATA	
Name:	GRAMPIAN BIOPARTNERS LIMITED
Street Address:	FORESTERHILL ROAD
Internal Address:	LIBERTY BUILDING FORESTERHILL HEALTH RESEARCH COMPLEX
City:	ABERDEEN
State/Country:	SCOTLAND
Postal Code:	AB25 2ZP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13142046
CORRESPONDENCE DATA	
Fax Number:	(973)912-5236
<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>	
Phone:	9739125232
Email:	HOXIEPATENTMAIL@HOXPAT.COM
Correspondent Name:	HOXIE & ASSOCIATES LLC
Address Line 1:	75 MAIN STREET
Address Line 2:	SUITE 203
Address Line 4:	MILLBURN, NEW JERSEY 07041
ATTORNEY DOCKET NUMBER:	MIL-01-US
NAME OF SUBMITTER:	MATTHEW SEIFERT
SIGNATURE:	/MATTHEW SEIFERT/
DATE SIGNED:	05/20/2015
Total Attachments: 8	
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PATENT

REEL: 035681 FRAME: 0418

PATENT ASSIGNATION
by
Immunosolv Limited (In Liquidation)
in favour of
Gramplan Biopartners Limited

Patent Assignment

by

(1) **Immunosolv Limited (In Liquidation) (Company number SC291764)** having its registered office at Allan House, 25 Bothwell Street, Glasgow, G2 6NL (hereinafter referred to as "the Assignor") acting through its liquidator, Stewart MacDonald, of Allan House, 25 Bothwell Street, Glasgow G2 6NL, appointed pursuant to an interlocutor of Edinburgh Sheriff Court on March 19, 2012 ("the Liquidator");

in favour of

(2) **Gramplan Biopartners Limited (Company number SC339134)** having its registered office at Liberty Building Foresterhill Health Research Complex, Foresterhill Road, Aberdeen, Scotland, AB25 2ZP (hereinafter referred to as "the Assignee").

WHEREAS:

- (A) The Assignor is the proprietor of the patent applications set out in the Schedule hereto (hereinafter referred to as "the Patent Applications") relating to the inventions disclosed therein (hereinafter referred to as "the Inventions").
- (B) The Assignor (acting by the Liquidator) has agreed to assign to the Assignee whatever right title and interest the Assignor has, in and to, the Patent Applications.

IT IS AGREED AS FOLLOWS:

1. Pursuant to a sale of the assets of the Assignor to the Assignee, the Assignor hereby assigns to the Assignee whatever right title and interest the Assignor has in and to:-
 - (i) the Patent Applications; and

(ii) the inventions;

including to the extent that the same may be assigned by the Assignor, all rights of the Assignor arising therefrom, including the right to file further applications in any country in respect of the inventions and including the right to bring proceedings for any previous infringement of the rights assigned by this Assignment.

2. The Assignor shall, at the sole expense of the Assignee, execute all such documents and do all such things as the Liquidator (acting reasonably) may consider are reasonably required by the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned provided always that neither the Assignor nor the Liquidator shall be required to execute any document or do any thing unless:-

- (i) such document is in a form acceptable to the Liquidator (in his sole discretion); and
- (ii) at the relevant time, the Liquidator remains in office as liquidator of the Assignor;

including (if requested in writing by the Assignee) applying for patents in the name of the Assignor.

3. The Assignee agrees that in effecting the purchase of the rights hereby assigned (all such rights being hereinafter referred to as "the Assets") it is not relying upon any information, warranty, statement, representation or silence on the part of the Assignor or the Liquidator or any of their solicitors, valuers, employees, agents, representatives or anyone acting for them or on their behalf or all or any of them, whether or not made within any document prepared by or on behalf of the Liquidator (whether acting as agents of the Assignor or otherwise) and that the Assignee is not relying upon any other written or oral representation made to it or to its representatives or agents by the Liquidator or his representatives or agents.

4. All representations, warranties and conditions, express or implied, statutory or otherwise (including without limitation, warranties and conditions as to rights, title or interest) in respect of the Assets or any part thereof are hereby expressly excluded.

5. It is agreed by the Assignee that the provisions of this Assignment are fair and reasonable in the circumstances of the insolvency of the Assignor, and accord with normal practice in sales by companies in liquidation. This is the case in particular in the light of the fact that:-
- 5.1 the Assets are exposed for sale *tantum et tale* as they exist and as the Assignor has right thereto;
 - 5.2 the Assignee has had the opportunity to inspect and investigate the Assets;
 - 5.3 the Assignee is aware of the need to rely on that opportunity by reason of the absence of warranties;
 - 5.4 the Assignor is insolvent and faces the constraints on selling necessarily imposed on it in that circumstance; and
 - 5.5 the knowledge of the Assets available to the Liquidator and his partners, staff and advisers (including but not limited to solicitors and valuers) is necessarily limited.
6. Nothing in this Agreement is to require the Assignor and/or the Liquidator to discharge in whole or in part any liability of the Assignor outstanding at the time of the Liquidator's appointment.
7. It is an essential condition of this Assignment:-
- 7.1 that the Liquidator contracts solely as agent of the Assignor and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising including without prejudice to the foregoing generality, personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Assignor's rights and/or obligations under this Assignment and whether such claim is formulated in contract and/or delict and/or tort and/or restitution or by reference to any other remedy or right, and in whatever jurisdiction or forum;
 - 7.2 that no claim which may be or become competent to the Assignee arising directly or indirectly from this Assignment (or under any deed or other document executed in consequence hereof or on or under any associated or collateral agreement or arrangement) will lie against the Liquidator personally and the Liquidator shall be entitled at any

time to have any such deeds, documents or others amended to include an exclusion of personal liability in terms of Clause 7;

- 7.3 that any personal liability of the Liquidator which would in terms of the Insolvency Act 1986 arise but for the provisions of this Clause 7 is hereby expressly excluded.
8. The Liquidator has joined in as parties to this Assignment solely for the purpose of obtaining the benefit of the provisions of Clause 7 and any other provisions in this Assignment in their favour.
9. Nothing in this Assignment shall constitute a waiver of any right of the Liquidator to be indemnified, or to exercise a lien, whether under the provisions of the Insolvency Act 1986 or otherwise howsoever.
10. For the purpose of Clauses 6-13 (inclusive), references to "the Liquidator" where the context so permits shall mean and include his present and future companies, firm or firms, partners, directors and employees, and any legal entity or partnership using in its name the words "Scott Moncrieff", and the partners, shareholders, officers and employees of any such entity or partnership.
11. Any claim by the Assignee whether arising pursuant to this Assignment or otherwise shall only be made against the Assignor and not the Liquidator.
12. Any claim by the Assignee against the Assignor and/or the Liquidator whether arising pursuant to this Assignment or otherwise shall be irrevocably waived unless made in writing by notice by the Assignee to the Liquidator not later than one month after the date of last execution hereof, the first day of such one month period to be the day immediately following the date of last execution hereof, time being of the essence.
13. In any eventuality whatsoever, and without prejudice to each and every one of the provisions of this Assignment, any claim or aggregate of claims of the Assignee in respect of the Assets shall not exceed the consideration actually received by the Assignor for the Assets.

14. This Assignment shall be governed by Scots Law and the parties agree that all disputes arising out of or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents typewritten on this and the preceding 4 pages together with the Schedule hereto are executed as follows:-

They are executed for and on behalf of the said Gramplan Biopartners Limited at Aberdeen on the 4th day of October Two Thousand and Twelve, by Keith Charlton in the presence of this witness:-

Witness [Signature] [Signature]
Full Name SAUMYA PALLIYIL Director
Address 126A, GREAT NORTHERN ROAD
AB21 2BA

They are executed for and on behalf of the said Immunosolv Limited (In Liquidation) at ^{25 Bothwell} ~~ST~~ on the ~~ninth~~ day of ~~October~~ Two Thousand and Twelve, by Stewart MacDonald, as liquidator (without incurring personal liability) in the presence of this witness:-

Witness [Signature] [Signature]
Full Name JAMES FENNESSY
Address 110 SCOTT - MURRIEFF
25 BOTHWELL STREET
GLASGOW G2 6NL

They are executed by Stewart MacDonald, as liquidator of Immunosolv Limited (without incurring personal liability) at ^{25 Bothwell} ~~street~~ on the ~~ninth~~ day of ~~October~~ Two Thousand and Twelve, in the presence of this witness:-

Witness [Signature] [Signature]
Full Name JAMES FENNESSY
Address 110 SCOTT - MURRIEFF
25 BOTHWELL STREET
GLASGOW G2 6NL

This is the Schedule to the foregoing Patent Assignment by Immunosolv Limited (In Liquidation) in favour of Gramplan Biopartners Limited

The Patent Applications

Country	Title	Application No.	Application Date
PCT	Method	PCT/GB2008/004007	5 th December 2008
EP	Method	08875668.9	5 th December 2008
US	Method	12/746,269	5 th December 2008
PCT	Cell Separation Technique	PCT/GB2009/002948	23 rd December 2009
CN	Cell Separation Technique	200980167379.4	23 rd December 2009
EP	Cell Separation Technique	09802195.9	23 rd December 2009
IN	Cell Separation Technique	5032/CHENP/2011	23 rd December 2009
JP	Cell Separation Technique	2011-542894	23 rd December 2009
US	Cell Separation Technique	13/142,046	23 rd December 2009

