

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3384383

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE SECRETARY OF STATE FOR INNOVATION, UNIVERSITIES AND SKILLS OF HER MAJESTY'S BRITANNIC GOVERNMENT	12/31/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SERCO HOLDINGS LIMITED
<b>Street Address:</b>	16 BARTLEY WOOD BUSINESS PARK, BARTLEY WAY
<b>Internal Address:</b>	SERCO HOUSE
<b>City:</b>	HOOK, HAMPSHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	RG27 9UY
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12744645
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)327-3231
<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>	6503273400
<b>Email:</b>	cox@bozpat.com
<b>Correspondent Name:</b>	BOZICEVIC, FIELD & FRANCIS
<b>Address Line 1:</b>	1900 UNIVERSITY AVE
<b>Address Line 2:</b>	SUITE 200
<b>Address Line 4:</b>	EAST PALO ALTO, CALIFORNIA 94303
<b>ATTORNEY DOCKET NUMBER:</b>	WPOW-002
<b>NAME OF SUBMITTER:</b>	EDWARD J. BABA
<b>SIGNATURE:</b>	/Edward J. Baba, Reg. No. 52581/
<b>DATE SIGNED:</b>	06/05/2015
<b>Total Attachments: 8</b>	
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**DATED**

**31 December**

**2014**

**(1) THE SECRETARY OF STATE FOR BUSINESS, INNOVATION AND SKILLS**

**- and -**

**(2) SERCO HOLDINGS LIMITED**

**INTELLECTUAL PROPERTY  
ASSIGNMENT**

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THIS AGREEMENT is made as a deed on

31 December

2014

**BETWEEN:**

- (1) **THE SECRETARY OF STATE FOR BUSINESS, INNOVATION AND SKILLS**,  
("Assignor"); and
- (2) **SERCO HOLDINGS LIMITED**, a company incorporated in England under company number 03970268 whose registered office is at Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9UY ("Assignee").

**BACKGROUND:**

- A Prior to the date of this Assignment, the Assignee is the owner of NPL Management Limited ("NPL"), and NPL owns 8,556 ordinary shares ("Agplus Shares") in Agplus Diagnostics Limited. Further, the Assignor is the owner of certain Intellectual Property that is used in the business of Agplus Diagnostics Limited.
- B The Assignor shall purchase the entire issued share capital of NPL from the Assignee on or around 00.01 am on 1 January 2015. Serco shall purchase the Agplus Shares from NPL on or around the date of this Assignment ("Share Transfer").
- C In light of the above, the parties have agreed that prior to, or concurrent with, the execution of the Share Transfer, the Assignor shall transfer all right, title and interest in the Assigned IP (as defined below).
- D The parties acknowledge and agree that such assignment shall take place on the terms set out in this Assignment.

**IT IS AGREED:**

**1. DEFINITIONS**

- 1.1 In this Assignment (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"Assigned IP" means the Intellectual Property as set out in clause 2.1.1; and

"Intellectual Property" means:

- (a) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know-how) registered designs, rights in copyright, database rights, design rights, semiconductor topography rights, mask work rights, trade marks and service marks;
- (b) all registrations or applications to register any of the items referred to in paragraph (a); and
- (c) all rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get up, logos, domain names and URLs, rights in unfair competition and, without prejudice to

anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;

**"Patents"** means those patents set out in the Schedule.

1.2. In this Assignment (unless the context otherwise requires):

- 1.2.1. the words "including" and "include" and words of similar effect shall not limit the general effect of the words which precede them;
- 1.2.2. words importing the singular shall include the plural and vice versa;
- 1.2.3. words importing any one gender shall include the other gender;
- 1.2.4. the headings and contents page are for reference only and shall be ignored in its construction;
- 1.2.5. references to a numbered clause or schedule are references to the clause or schedule of this Assignment so numbered; and
- 1.2.6. references to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted any regulations made under it.

## 2. ASSIGNMENT

2.1. The Assignor hereby assigns to the Assignee:

- 2.1.1. all right, title and interest in and to the Intellectual Property detailed in the Schedule of which the Assignor is the proprietor (together, the **"Assigned IP"**); and
- 2.1.2. the right to bring proceedings against any third party in respect of infringement of the Assigned IP (whether committed before or after the date of this Assignment) and all rights therein, including the right to claim damages or such other relief as may be available.

2.2. The Assignor may (in its sole discretion), at the request and cost of the Assignee, give the Assignee reasonable assistance with any proceedings which may be brought by the Assignee against any third party, or against the Assignee by any third party, in relation to the Assigned IP.

## 3. TERMINATION OF LICENCES

3.1. To the extent that any licence (whether express or implied), has been granted as between the parties for use of the Assigned IP prior to the date of this Assignment, such licences are hereby terminated.

3.2. The Assignor agrees and undertakes to terminate any licences which it has granted for use of any of the Assigned IP to any third party which have been granted prior to the date of this Agreement.

**4. WARRANTIES**

- 4.1 The Assignor gives no warranty, either express or implied, with respect to the validity of the Assigned IP or that the Assigned IP will not infringe the rights of any third party.

**5. FURTHER ASSURANCE**

- 5.1 The Assignor shall at the request and cost of the Assignee use reasonable endeavours to do or procure the doing of all such further acts and use reasonable endeavours to execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be reasonably necessary to give full effect to this Assignment and to vest in the Assignee the full benefit and ownership of the Assigned IP.
- 5.2 In the event that following the date of this Assignment it is discovered that any Intellectual Property used exclusively by AgPlus Diagnostics Limited is registered in the name of the Assignor (or a third party under the Assignor's control or the Secretary of State for Innovation, Universities and Skills), the Assignor shall at the request and cost of the Assignee transfer (or, in the case of third party proprietors, use reasonable endeavours to procure that they transfer) all right, title and interest in the Intellectual Property to the Assignee

**6. GOVERNING LAW AND JURISDICTION**

- 6.1 This Assignment and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.
- 6.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Assignment.

**IN WITNESS** whereof the parties have executed this Assignment as a deed on the date first stated above.

# SCHEDULE: ASSIGNED IP

## PATENTS

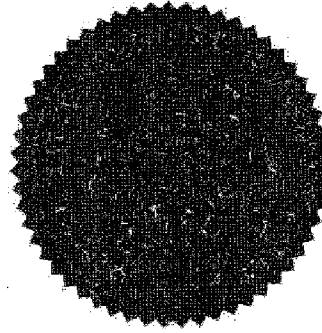
Country	Name	Application No.	Status
Germany	Electrochemical Assay	08854118.0	Granted
France	Electrochemical Assay	08854118.0	Granted
Australia	Electrochemical Assay	2008328588	Granted
New Zealand	Electrochemical Assay	585851	Granted
India	Electrochemical Assay	3620/CHENP/2010	Pending
China	Electrochemical Assay	200880125056.2	Granted
United States of America	Electrochemical Assay	12/744645	Granted
Japan	Electrochemical Assay	2010-534545	Granted
United Kingdom	Electrochemical Detection	0912670.7	Granted
Germany	Effecting Chemical Assays	09784586.1	Granted
France	Effecting Chemical Assays	09784586.1	Granted
United Kingdom	Effecting Chemical Assays	09784586.1	Granted
Australia	Effecting Chemical Assays	2009269860	Pending
New Zealand	Effecting Chemical Assays	590220	Granted
India	Effecting Chemical Assays	100/CHENP/2011	Pending
China	Effecting Chemical Assays	200980126819.X	Granted
United States of America	Effecting Chemical Assays	13/002761	Pending
Japan	Effecting Chemical Assays	2011/517222	Pending
Australia	Sample Carrier	2009269863	Pending
New Zealand	Sample Carrier	590219	Granted
India	Sample Carrier	101/CHENP/2011	Pending
China	Sample Carrier	200980126820.2	Granted
United States of America	Sample Carrier	13/002644	Pending
Japan	Sample Carrier	2011-517223	Granted
United Kingdom	Sample Carrier	09784589.5	Granted
France	Sample Carrier	09784589.5	Granted
Germany	Sample Carrier	09784589.5	Granted
Europe	Electrochemical Assay	12798790.7	abandoned
Japan	Electrochemical Assay	2014-536336	abandoned
United States	Electrochemical Assay	14/352642	abandoned
China	Electrochemical Assay	201280052281.4	abandoned
India	Electrochemical Assay	GB2012/052615	abandoned
New Zealand	Electrochemical Assay	623666	abandoned
Australia	Electrochemical Assay	2012328130	abandoned



The corporate seal of  
THE SECRETARY OF STATE  
FOR BUSINESS, INNOVATION AND  
SKILLS )

hereunto affixed is authenticated by  
AMANDA BROOKS )

An official in the Department for Business,  
Innovation and Skills )



*[Handwritten signature]*

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **SERCO** )  
**HOLDINGS LIMITED** by a director in the )  
presence of a witness: )

Signature

*Keith Luck*

Name (block capitals)

*KEITH LUCK*

Director

*Signed under a Power of Attorney  
dated 22nd December 2014.*

Witness signature

*Diana Jeffery*

Witness name

*DIANA JEFFERY*

(block capitals)

Witness address

*27 WARNER CLOSE*

*BASINGSTON*

*RG24 9RY*