

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BIOPOINT HONG KONG LIMITED	11/10/2014
RECEIVING PARTY DATA		
Name:	NANJING BIOPOINT DIAGNOSTIC TECHNOLOGY COMPANY LIMITED	
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Internal Address:	QIXIA DISTRICT	
City:	NANJING	
State/Country:	CHINA	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	11604169
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SIGNATURE:	/Carol J. Roth/	
DATE SIGNED:	06/18/2015	
Total Attachments: 10		
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

Biopoint Hong Kong Limited

And

NANJING BIOPOINT DIAGNOSTIC TECHNOLOGY COMPANY LIMITED

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED is made on the 10th day of NOVEMBER 2014

Between

Between

BIOPPOINT HONG KONG LIMITED of 20 Pedder Street Central Hong Kong (in this Deed called "Biopoint Hong Kong")

and

NANJING BIOPPOINT DIAGNOSTIC TECHNOLOGY COMPANY LIMITED of Nanjing, China (in this Deed called "Nanjing Biopoint")

BACKGROUND

- A. Biopoint Hong Kong owns the Intellectual Property.
- B. Biopoint Hong Kong has agreed to assign all Biopoint Hong Kong's all right, title and interest in the Intellectual Property to Nanjing Biopoint.

THIS DEED PROVIDES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Assignment Fee means \$10.00 AUD.

Biopoint Hong Kong Limited means Biopoint Hong Kong Limited, established in Hong Kong on February 18 2014.

Nanjing Biopoint Diagnostic Technology Company Limited means Nanjing Biopoint Diagnostic Technology Company Limited, established in Nanjing, China on April 17 2013.

Intellectual Property means any and all:

(a) patent application entitled Method of Diagnosis and Kits Therefor filed on November 22 2006, Application No.US2006000604169 (No. 11/604,169) and Patent Number US7,785,773;

- (b) all patent applications (including foreign applications) that are filed or may later be filed based on or corresponding to the application in (a);
- (c) all divisional and continuation, in whole or in part, applications and reissue applications based on any of the foregoing patent applications;
- (d) all issued and unexpired patents resulting from any application in (a), (b), or (c) above;
- (e) all issued and unexpired reissue, re-examination, renewal, or extension patents that may be based on any such patents;
- (f) any invention or discovery; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; biological material; or scientific, technical or engineering information or document which is encompassed in the patents referred to in paragraphs (a) to (e);
- (g) current and future registered and unregistered rights in respect of copyright, designs, semiconductor or circuit layouts, trade marks, trade names, business names, trade secrets, know-how, confidential information, patents, inventions as discoveries;
- (h) other rights of a similar nature arising (or capable of arising) under statute or at common law in the Commonwealth of Australia or anywhere else in the world; and
- (i) other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967; that relates to the patent referred to in (a).

1.2 Interpretation

- (a) A reference to a party to this Deed includes a reference to that party's executor, administrator, heirs, successors, permitted assigns, guardian, and trustee in bankruptcy, all of whom, respectively, are bound by the provisions of this Deed.
- (b) Headings in this Deed are inserted for guidance only, and shall not affect the meaning and interpretation of the remaining provisions of this Deed.
- (c) Words in this Deed importing the singular number or plural number shall include the plural number and singular number respectively.
- (d) Words in this Deed importing persons include all persons, entities and associations, including companies, trusts, bodies corporate, statutory bodies, partnerships, and joint venturers.
- (e) Where a word or phrase is given a particular meaning in this Deed, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (f) A reference to an amount of currency is a reference to that amount in Australian dollars.
- (g) Where a party to this Deed is more than one person the covenants and obligations on their part contained in this Deed are binding upon each of them jointly and severally.
- (h) The word "including" is not a word of limitation.
- (i) If an act must be done on a day on which banks are not ordinarily open for business at the place where that act must be done, that act must be done on the immediately following day that banks are ordinarily open for business at that place.
- (j) A reference to any statute is a reference to that statute, as amended and in force from time to time.

2. ASSIGNMENT

Biopoint Hong Kong assigns all of Biopoint Hong Kong's right title and interest, respectively, in and to the Intellectual Property, to Nanjing Biopoint.

3. FURTHER ASSURANCE

- (a) Biopoint Hong Kong must on demand by Nanjing Biopoint perform all such acts and execute all such agreements, assurances and other documents and instruments

as Nanjing Biopoint reasonably requires either to perfect the rights and powers afforded, created or intended to be afforded or created by this Deed or to give full force and effect to, or facilitate the performance of, the transactions provided for in this Deed.

(b) Without limiting the generality of paragraph (a), Nanjing Biopoint may require Biopoint Hong Kong to sign a document in favour of a successor in title of Nanjing Biopoint , in lieu of a document in favour of Nanjing Biopoint .

4. ASSIGNMENT FEE

- (a) Nanjing Biopoint must pay to Biopoint Hong Kong the Assignment Fee.
- (b) Concurrently with the execution of this Deed, Nanjing Biopoint must provide evidence of payment of the Assignment Fee.

5. DISCLOSURE AND USE OF INTELLECTUAL PROPERTY

- (a) Biopoint Hong Kong must
 - (i) maintain the Intellectual Property in strictest confidence;
 - (ii) not disclose the Intellectual Property to any person without the prior written consent of Nanjing Biopoint ; and
 - (iii) subject to paragraph (b), not use the Intellectual Property in any way without the prior written consent of Nanjing Biopoint .
- (b) Paragraph (a) ceases to apply to such part of the Intellectual Property as has entered or enters the public domain after the date of this Deed, other than by a breach of this Deed by Biopoint Hong Kong.

6. WARRANTIES AND INDEMNITY

6.1 Warranties

Biopoint Hong Kong warrant to Nanjing Biopoint that:

- (a) Biopoint Hong Kong owns all of the Intellectual Property both legally and beneficially;
- (b) the Intellectual Property is not encumbered, mortgaged, or charged in any way, nor subject to any lien;
- (c) there is no litigation pending in respect to the Intellectual Property, and there is no claim or demand that has been received from any person in relation to the Intellectual Property
- (d) Biopoint Hong Kong is not subject to any obligation of confidence (other than to the Assignee) in relation to the Intellectual Property;
- (e) no license or right of any type whatsoever has been granted in respect of the Intellectual Property by Biopoint Hong Kong;
- (f) no option to purchase or option to license has been granted in respect of the Intellectual Property by Biopoint Hong Kong ;
- (g) except as disclosed by Biopoint Hong Kong to Nanjing Biopoint, and except for this Deed, neither Biopoint Hong Kong have entered into any deed, contract, arrangement or understand dealing in any way with the Intellectual Property.

6.2 Other Warranties

Biopoint Hong Kong warrants that:

- (a) Biopoint Hong Kong has the legal right and power to enter into this Deed;
- (b) Biopoint Hong Kong has full legal capacity and power to enter into this Deed and to carry out the transactions that this Deed contemplates; and
- (c) the execution of this Deed has been duly and validly authorised by all necessary corporate action on behalf of Biopoint Hong Kong .

6.3 Indemnity

Biopoint Hong Kong indemnifies Nanjing Biopoint from and against any loss or damage or any action, claim, proceeding, judgment or demand made by any person against Nanjing Biopoint in the event that, and to the extent that any such loss or damage or any such action, claim, proceeding, judgment or demand relates to or arises from the breach of any of the warranties made by Biopoint Hong Kong, as qualified by this Deed.

7. NO OTHER WARRANTIES

7.1 Acknowledgments

Each party acknowledges that:

- (a) except for such warranties on the part of Biopoint Hong Kong as are expressly set out in this Deed there are no other terms or warranties binding upon Biopoint Hong Kong or between Biopoint Hong Kong and Nanjing Biopoint;
- (b) Biopoint Hong Kong have not made, nor has any person on behalf of the Biopoint Hong Kong made any term, warranty, undertaking, or understanding whatsoever that is not expressly set out in this Deed;
- (c) to the full extent permitted by law, there are no statutory warranties binding upon Biopoint Hong Kong; and
- (d) no representation or promise of any description, not expressly included in this Deed, was made before this Deed was entered into by the Assignee.

7.2 No other warranties

Nanjing Biopoint acknowledges that Biopoint Hong Kong have not made and do not make any warranty or representation whatsoever as to:

- (a) the safety of the Intellectual Property;
- (b) the commercialisation of the products derived from the Intellectual Property;
- (c) the marketability of such products;

(d) the profits or revenues that may result from the commercialisation of such products;

(e) the commercialisation prospects of any part of the Intellectual Property;

(f) whether any patent application may be granted;

and in all such respects, Nanjing Biopoint relies upon its own due diligence, its own inquiries, and its own judgment.

8. RELEASE AND INDEMNITY

8.1 Release

(a) Nanjing Biopoint releases Biopoint Hong Kong and Biopoint Hong Kong 's officers, employees and agents from and against all actions, claims, proceedings or demands in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the exploitation and use of the Intellectual Property, and any products derived from the Intellectual Property.

(b) To the full extent permitted by law, Biopoint Hong Kong will not be liable to Nanjing Biopoint for any special, indirect or consequential damages, including consequential financial loss arising out of the exploitation and use of the Intellectual Property, or any products derived from the Intellectual Property.

8.2 Indemnity

(a) Nanjing Biopoint indemnifies and shall continue to indemnify Biopoint Hong Kong and Biopoint Hong Kong 's officers, employees and agents from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the exploitation and use of the Intellectual Property, and any products derived from the Intellectual Property.

(b) The obligation to indemnify Biopoint Hong Kong and Biopoint Hong Kong 's officers, employees and agents set out in paragraph (a) is a continuing obligation separate and independent of other obligations in this Deed.

9. GENERAL

9.1 Counterparts

This Deed may be executed in separate counterparts, and all those counterparts together constitute one Deed.

9.2 Legal Costs

Each party shall be responsible for its own legal fees and costs in connection with the preparation, negotiation and execution of this Deed.

9.3 Warranty of Authority

Where this Deed is signed by a person for and on behalf of a party to this Deed, that person:

(a) warrants that the person is the authorised agent of that party with express authority to enter into and sign this Deed for and on behalf of that party, and thereby to bind that party to the obligations upon that party contained in this Deed; and

(b) acknowledges that the other parties to this Deed would not have entered into this Deed but for the warranty of authority contained in paragraph (a).

9.4 Whole Agreement

The parties acknowledge that solely in relation to the subject matter of this Deed:

(a) this Deed merges all discussions between the parties, up to the date of this Deed;

(b) the whole of the agreement between the parties is contained in this Deed; and

(c) there are no agreements, understandings, other terms whether express or implied, or collateral agreements in force or effect between the parties that are not contained in this Deed.

9.5 Variations

No variation to this Deed shall be binding upon the parties unless that variation is in writing, and is signed by all the parties to this Deed.

9.6 Waiver

(a) No failure or delay of any party to exercise any right given pursuant to this Deed or to insist on strict compliance by any other party of any obligation in this Deed shall constitute a waiver of any party's rights to demand exact compliance with the terms of this Deed.

(b) Waiver by any party of any particular default by any other party shall not affect or prejudice each party's right in respect of any prior or subsequent default of the same or of a different nature.

(c) Any delay or omission by any party to exercise any right arising from any default shall not affect or prejudice that party's right in respect to such a default or any subsequent default or the continuance of any default.

(d) Any waiver shall be an effective waiver only if the waiver is expressly set out in writing and signed by the party making the waiver.

9.7 Applicable Law

(a) The parties agree that this Deed is made and entered into in the State of Victoria in Australia.

(b) The parties agree to submit themselves to the non-exclusive jurisdiction of the laws in force for the time being in Victoria.

(c) The parties agree to submit themselves to the non-exclusive jurisdiction of the Courts in Victoria.

9.8 Severance

If it is held by a court that:

(a) any part of this Deed is or would be void, voidable, illegal or unenforceable; or

(b) the application of any part of this Deed to any person or circumstances shall be or become invalid or unenforceable unless any part of this Deed were severed from this Deed, that part shall be severable and shall not affect the continued operation of the remaining terms of this Deed.

SIGNATURES OF PARTIES

SIGNATURES OF PARTIES

SIGNED SEALED AND DELIVERED
for BIOPOINT HONG KONG LIMITED
in the presence of

)
)
)
)



Signature Geoff Drenkhahn

Signatory print full name



Signature of witness

ALISON GREENWAY

Witness print full name

SIGNED SEALED AND DELIVERED
for NANJING BIOPOINT DIAGNOSTIC
TECHNOLOGY COMPANY LIMITED
in the presence of

)
)
)
)



Signature DAVID ANDERSON

Signatory print full name



Signature of witness

ALISON GREENWAY

Witness print full name