

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3487365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIO-MEDICAL RESEARCH LIMITED	08/14/2015
RECEIVING PARTY DATA	
Name:	THERAGEN LLC
Street Address:	201-F ROYAL STREET SE
City:	LEESBURG
State/Country:	VIRGINIA
Postal Code:	20175
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7957816
Patent Number:	8209030
CORRESPONDENCE DATA	
Fax Number:	(215)864-8999
<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:	215-665-8500
Email:	Lloydk@ballardspahr.com
Correspondent Name:	BALLARD SPAHR LLP
Address Line 1:	1735 MARKET STREET
Address Line 2:	51ST FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
NAME OF SUBMITTER:	JAMES B. MACDONALD II
SIGNATURE:	/James B. MacDonald II/
DATE SIGNED:	08/18/2015
Total Attachments: 11	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment") dated August 14, 2015 (the "Effective Date") is made between

Bio-Medical Research Limited, of BMR House, Parkmore Business Park West, Galway, Ireland, a company incorporated in Ireland ("Assignor")

and

Theragen LLC, of 201-F Royal Street SE, Leesburg, Virginia 20175, a Delaware limited liability company ("Assignee")

WHEREAS

- (a) The Assignor owns the title and interest in and to the Assigned Patents and Licenses (as such terms are hereinafter defined); and
- (b) Pursuant to that certain Stock Purchase Agreement between the Assignor and Assignee of even date herewith (the "SPA"), Assignor has agreed to assign to Assignee all right, title and interest in and to the Assigned Patents and Licenses.

NOW THEREFORE, be it known, for and in consideration of the sum of **USD\$347,376**, the receipt of which is hereby acknowledged:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns to the Assignee, and Assignee hereby accepts, all right, title and interest in, to and under the following (the "Assigned Patents"):
 - 1.1. the patents and patent applications listed in Schedule 1 hereto, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, inter partes and post grant reviews, and renewals, of any of the foregoing, all rights with respect to post grant and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the "Patents");
 - 1.2. all rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the Patents provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordations; and
 - 1.3. all rights, privileges and protections of any kind whatsoever of Assignor under any licenses, agreements or contract rights, with respect to any of the Patents granted by Assignor to any third party, including without limitation, those licenses listed on Schedule 2 hereto (the "Licenses"), including any and all royalties, fees, income,

payments and other proceeds now or hereafter due or payable to Assignor under or in connection with any of such Licenses; and

1.4. any and all claims and causes of action, with respect to any of the Patents or Licenses, accruing after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions.

2.1. Assignor authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents are or may be recorded, registered or pending, to record and register this Patent Assignment upon request by Assignee. From time to time after the Effective Date, Assignor shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect or enforce the transfers set forth in this Patent Assignment and ensure that all of Assignor's right, title and interest in and to the Patents and of Assignor's rights, privileges and protections under the Licenses, and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this Patent Assignment.

2.2. Without limiting any of the foregoing provisions of this Section 2, Assignor shall ensure that its employees, consultants, directors and agents testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of Assignee in, to or under the Assigned Patents and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intent of this Patent Assignment. Assignee shall reimburse Assignor for all costs reasonably incurred by Assignor in the performance of its obligations under this Section 2.

3. International Effect. Without prejudice to the generality of the foregoing, the rights hereby assigned include the right to sue for infringements occurring after the date hereof, and the right (if any) to claim priority under the International Convention of Paris (1883) as amended.

4. Representations and Warranties. Assignor represents and warrants to Assignee that, as of the Effective Date:

4.1. Assignor is the sole and exclusive owner of all right, title and interest in, to and under the Licenses as the licensor, subject only to the rights and licenses of the licensees under the Licenses in accordance with their respective terms;

4.2. Schedule 2 contains a true and complete list identifying all the Licenses under separate headings, including the date, title and parties for each agreement;

4.3. Assignor has provided Assignee with true and complete copies (or in the case of any oral agreements, a complete and accurate written description) of all Licenses, including all modifications, amendments and supplements thereto and waivers thereunder;

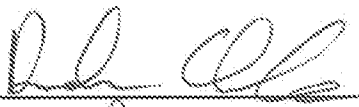
4.4. all the Licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor is, and to the Knowledge (as such term is defined in the SPA) of the Seller, such other parties are, in full compliance with the terms and conditions of the Licenses;

4.5. Assignor possesses, and has the full right, power and authority to assign and transfer to Assignee all right, title and interest in and to the Assigned Patents.

5. Indemnification. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, arising from or relating to any breach by Assignor of its representations, warranties or other obligations hereunder.
6. General; Dispute Resolution. The terms of Article 8 and Article 10 of the SPA are incorporated herein and made a part hereof. Consistent with such incorporation by reference, the parties agree that any dispute, controversy or claim arising out of, relating to, or in connection with the transactions contemplated by this Patent Assignment shall be subject to the resolution as described in Section 10.4(b)-(d) of the SPA.
7. Governing Law. THIS PATENT ASSIGNMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

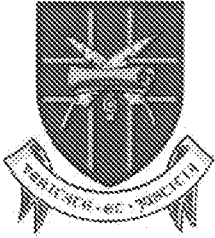
[SIGNATURE PAGES FOLLOW]

SIGNED IN GALWAY, IRELAND
FOR AND ON BEHALF OF
BIO-MEDICAL RESEARCH LIMITED

By: 
Name: PARRIC CLARKE
Title: DIRECTOR

SIGNED
FOR AND ON BEHALF OF
THERAGEN LLC

By: _____
Name: _____
Title: _____

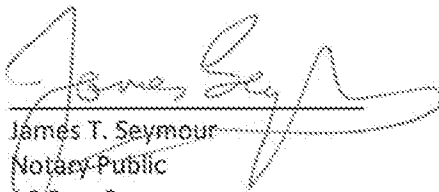


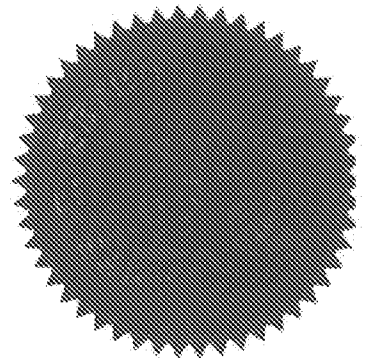
16 Eyre Square, Galway
T: 091 567 545
F: 091 569 232
M: 086 8152932
E: info@berwick.ie
W: www.berwick.ie
D.X. 4534 Galway M. St

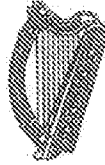
CERTIFICATE OF NOTARY PUBLIC OF IRELAND

BE IT KNOWN that I James T. Seymour of 16 Eyre Square, Galway, Ireland, Notary Public
Commissioned for life by the Chief Justice of the Supreme Court of Ireland CERTIFY that Padraic
Clarke of Bio-Medical Research Limited, Parkmore Business Park, Galway, Ireland duly identified to
me APPEARED before me this day and signed in my presence the document attached to this Notarial
Act and Notarial Certificate and at the back page of which I have placed details of my Notarial office.

IN FAITH AND TESTIMONY, I have set my hand and affixed my seal this 14th day of August, 2015


James T. Seymour
Notary Public
16 Eyre Square
Galway
Republic of Ireland
Commissioned for Life.





DE BHUN na gcumhachtaí a dhéanfaidís é sin
 le hAcht na gCúirtseana (Forálacha Forlíontacha),
 1961, agus de bhun gach cumhachta eile lena
 gearrtear sin ar mo chúinn, déanaimse, Séan L.
 Ó Muirl, Príomh-Bhreitheamh, leis seo,

IN PURSUANCE of the powers vested in me
 by the Courts (Supplemental Provisions) Act,
 1961, and of all other powers me thereunto
 enabling, I, John L. Murray, Chief Justice, do
 hereby constitute and appoint

Seamus T. Ó Súamóir

James T. Seymour

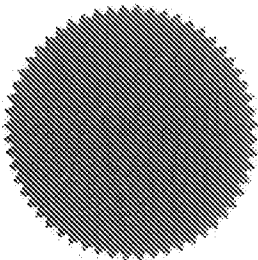
Atarua, a bhfuil agus a cionapadh ina Nótair
 Poiblí i gcathair agus i gcuntaí na Gaillimha,
 agus i gcuntaí an Chláir, Mhaigh Eo, Uíbh Fhailí,
 Ros Comáin agus Thiobraid Árann agus do na cuntaí
 sin eile an Oifig sin, maíle le gach Tóille, Sochar,
 agus Leas a bhaineann nó a ghabham léi i sli ar
 bith a theachtadh agus a shcaiblé fad is toil
 domsa.

Solicitor, to be a Notary Public at in and
 for the city and county of Galway and the
 counties of Clare, Mayo, Offaly, Roscommon and
 Tipperary to have and to hold the said Office during
 my pleasure together with all Fees, Profits and
 Advantages to the same belonging or in anywise
 appertaining.

ARNA THABHAIRT faoi Éideala na Príomh-Bhreithimh

i mBaile Átha Cliath

an 2ú lá de Mhárta 2011

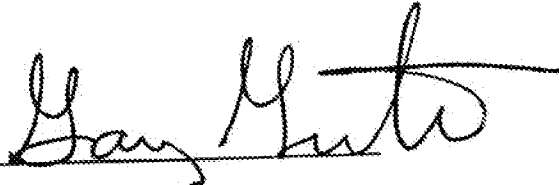


John L. Murray
 Príomh-Bhreitheamh.

SIGNED IN GALWAY, IRELAND
FOR AND ON BEHALF OF
BIO-MEDICAL RESEARCH LIMITED

By:

SIGNED
FOR AND ON BEHALF OF
THERAGEN LLC

By: 

Name: Gary Greuter

Title: President & CEO

CERTIFICATE OF NOTARY PUBLIC

STATE OF Minnesota)
)ss.
COUNTY OF Hennepin)

On August 14th, 2015, before me, the undersigned, a Notary Public in and for such State, personally appeared Gary Greuter, President & CEO of TheraGen LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the Patent Assignment Agreement attached to this Certificate of Notary Public, and at the back page of which I have placed details of my Notarial office.

WITNESS my hand and official seal.



Lois A. Briese

Notary Public

Commission expires on:

January 31, 2020

**Schedule 1
Patents**

Country/Region	Application No.	Filing Date	Patent No.	Grant Date
PATENTS/PATENT APPLICATIONS				
Europe	04743752.0	07 May 2004	-	-
Japan	2006-506629	07 May 2004	5192690	08 February 2013
Japan	2011-005533	07 May 2004	5465191	31 January 2014
United States	10/555732	07 May 2004	7,957,816	07 June 2011
United States	13/102668	07 May 2004	8,209,030	26 June 2012

Schedule 2

Licenses

No licenses are assigned in this Patent Assignment.

PATENT ASSIGNMENT AGREEMENT

BETWEEN

BIO-MEDICAL RESEARCH LIMITED

AND

THERAGEN LLC

BACK PAGE

JAMES T. SEYMOUR

Notary Public,

16 Eyre Square,

Galway.

(086) 815 2932

Commissioned for Life

