

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3504577

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SERCO HOLDINGS LIMITED	07/15/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AGPLUS DIAGNOSTICS LIMITED
<b>Street Address:</b>	16 BERTLEY WOOD BUSINESS PARK
<b>Internal Address:</b>	BARTLEY WAY
<b>City:</b>	HOOK, HAMPSHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	RG27 9UY
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12744645
<b>Application Number:</b>	13002644
<b>Application Number:</b>	13002761
<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>	
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<b>Address Line 1:</b>	1900 UNIVERSITY AVE
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<b>Address Line 4:</b>	EAST PALO ALTO, CALIFORNIA 94303
<b>ATTORNEY DOCKET NUMBER:</b>	WPOW-002, -006, -007
<b>NAME OF SUBMITTER:</b>	EDWARD J. BABA
<b>SIGNATURE:</b>	/Edward J. Baba, Reg. No. 52581/
<b>DATE SIGNED:</b>	08/28/2015
<b>Total Attachments: 11</b>	
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DATED

15 July

2015

(1) SERCO HOLDINGS LIMITED

- and -

(2) AGPLUS DIAGNOSTICS LIMITED

INTELLECTUAL PROPERTY  
ASSIGNMENT

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THIS AGREEMENT is made as a deed on

15 July

2015

**BETWEEN:**

- (1) **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, ("**Assignor**"); and
- (2) **AGPLUS DIAGNOSTICS LIMITED**, a company registered in England and Wales with company number 06994240 whose registered office is at Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire RG27 9UY ("**Assignee**").

**BACKGROUND:**

- A On 31 December 2014, all rights, title and interests in the Assigned IP were transferred to the Assignor from The Secretary of State for Business, Innovation and Skills ("**BIS**") in conjunction with its acquisition of 8,556 ordinary shares of £1.00 each held in the capital of the Assignee ("**Agplus Shares**") from NPL Management Limited.
- B The Assignor shall sell the Agplus Shares on or around the date of this Assignment to Nightingale Corporate Limited, a company registered in England and Wales with company number 09600243 whose registered office is at 66 Lincoln's Inn Fields, London, EC2A 3LH. ("**Share Transfer**").
- C In light of the above, the parties have agreed that prior to, or concurrent with, the execution of the Share Transfer, so far as it is able to, the Assignor shall transfer all rights, title and interests 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. However, the parties also acknowledge that certain of the Assigned IP is currently still registered as being owned by BIS, whilst the applications to register the assignment of the Assigned IP are still pending or being processed and the Assignor will not be able to complete the process of registering the transactions of such Assigned IP (as set out in the Schedule) until the applications to register the assignments are recorded.

**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, (including the 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; and

"Patents" means those patents and patent applications 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 rights, title and interests in and to the Intellectual Property detailed in the Schedule of which the Assignor is the proprietor, as indicated in the 'owner' column in the Schedule, or in the process of applying to register its interest as proprietor / applicant (i.e. where currently registered as being owned by BIS as also indicated in the Schedule) (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 shall at its own cost at the reasonable request 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**

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 its own cost following a reasonable request of the Assignee use all reasonable endeavours to do or procure the doing of all such further acts and use all reasonable endeavours to promptly 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 and shall use all reasonable endeavours to complete the assignment of the Assigned IP which is currently registered as being owned by BIS as set out in the 'owner' column of the Schedule, for which the necessary applications to register the assignment of the Assigned IP are being processed.
- 5.2 The Assignor irrevocably appoints the Assignee to be its attorney in his name and on its behalf to execute documents and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Assignment. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 5.4, 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.
- 5.3 In the event that following the date of this Assignment it is discovered that any Intellectual Property used exclusively by the Assignee is registered in the name of the Assignor (or a third party under the Assignor's control), the Assignor shall at its own cost at the reasonable request 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.
- 5.4 Without prejudice to clause 5.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:
- 5.4.1 take any action that this Assignment requires the Assignor to take;
  - 5.4.2 exercise any rights which this Assignment gives to the Assignor; and
  - 5.4.3 appoint one or more persons to act substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

**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	Title	Application number	WP Ref	Status	Registered Owner
Germany	Electrochemical Assay	08854118.0	N28057	Granted	The Secretary of State for Business, Innovation and Skills
France	Electrochemical Assay	08854118.0	N28056	Granted	The Secretary of State for Business, Innovation and Skills
Australia	Electrochemical Assay	2008328588	N25890	Granted	Serco Holdings Limited
New Zealand	Electrochemical Assay	585851	N25889	Granted	Serco Holdings Limited
India	Electrochemical Assay	3620/CHENP/2010	N25888	Pending	The Secretary of State for Business, Innovation and Skills
China	Electrochemical Assay	200880125056.2	N25887	Granted	The Secretary of State for Business, Innovation and Skills
United States of America	Electrochemical Assay	12/744645	N25882	Granted	Serco Holdings Limited
Japan	Electrochemical Assay	2010-534545	N25881	Granted	The Secretary of State for Business, Innovation and Skills
United Kingdom	Electrochemical Detection	0912670.7	N24694	Granted	Serco Holdings Limited
Germany	Effecting Chemical Assays	09784586.1	N28718	Granted	The Secretary of State for Business, Innovation and Skills
France	Effecting Chemical Assays	09784586.1	N28717	Granted	The Secretary of State for Business, Innovation and Skills
United Kingdom	Effecting Chemical Assays	09784586.1	N28716	Granted	Serco Holdings Limited

Australia	Effecting Chemical Assays	2009269860	N26729	Granted	Serco Holdings Limited
New Zealand	Effecting Chemical Assays	590220	N26728	Granted	Serco Holdings Limited
India	Effecting Chemical Assays	100/CHENP/2011	N26727	Pending	The Secretary of State for Business, Innovation and Skills
China	Effecting Chemical Assays	200980126819.X	N26726	Granted	The Secretary of State for Business, Innovation and Skills
United States of America	Effecting Chemical Assays	13/002761	N26725	Pending	Serco Holdings Limited
Japan	Effecting Chemical Assays	2011/517222	N26724	Pending. This case has been "allowed", however, as it has not yet been fully granted, it is listed as "pending".	The Secretary of State for Business, Innovation and Skills
Australia	Sample Carrier	2009269863	N26719	Pending	Serco Holdings Limited
New Zealand	Sample Carrier	590219	N26718	Granted	Serco Holdings Limited
India	Sample Carrier	101/CHENP/2011	N26717	Pending	The Secretary of State for Business, Innovation and Skills
China	Sample Carrier	200980126820.2	N26716	Granted	The Secretary of State for Business, Innovation and Skills
United States of America	Sample Carrier	13/002644	N26715	Granted	Serco Holdings Limited
Japan	Sample Carrier	2011-517223	N26714	Granted	The Secretary of State for Business, Innovation and Skills
United	Sample Carrier	09784589.5	N26713-	Granted	Serco Holdings

Kingdom			GB		Limited
Germany	Sample Carrier	09784589.5	N26713-DE	Granted	The Secretary of State for Business, Innovation and Skills
France	Sample Carrier	09784589.5	N26713-FR	Granted	The Secretary of State for Business, Innovation and Skills
Europe	Electrochemical Assay	12798790.7	N31013	Abandoned	The Secretary of State for Business, Innovation and Skills
Japan	Electrochemical Assay	2014-536336	N31014	Abandoned	The Secretary of State for Business, Innovation and Skills
United States	Electrochemical Assay	14/352642	N31015	Abandoned	The Secretary of State for Business, Innovation and Skills
China	Electrochemical Assay	201280052281.4	N31016	Abandoned	The Secretary of State for Business, Innovation and Skills
India	Electrochemical Assay	GB2012/052615 National application number not yet known, this is the PCT application number.	N31017	Abandoned	The Secretary of State for Business, Innovation and Skills
New Zealand	Electrochemical Assay	623666	N31018	Abandoned	The Secretary of State for Business, Innovation and Skills
Australia	Electrochemical Assay	2012328130	N31019	Abandoned	The Secretary of State for Business, Innovation and Skills
United States of America	Test Device and Sample Carrier	14/432139	N32074	Pending	AgPlus Diagnostics Ltd
OAPI	Test Device	1201500103	N32073	Pending	AgPlus Diagnostics Ltd

New Zealand	Test Device	706718	N32072	Pending	AgPlus Diagnostics Ltd
Japan	Test Device	GB2013/052529 National application number not yet known, this is the PCT application number.	N32071	Pending	AgPlus Diagnostics Ltd
India	Test Device	GB2013/052529 National application number not yet known, this is the PCT application.	N32070	Pending	AgPlus Diagnostics Ltd
China	Test Device	201380061879.4	N32069	Pending	AgPlus Diagnostics Ltd
Australia	Test Device	2013322362	N32068	Pending	AgPlus Diagnostics Ltd
ARIPO	Test Device	GB2013/052529 National application number not yet known, this is the PCT application.	N32067	Pending	AgPlus Diagnostics Ltd
Europe	Test Device and Sample Carrier	13783082.4	N32066	Pending	AgPlus Diagnostics Ltd

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

Signature

Name (block capitals)

MARK TOOTH  
as attorney for  
**SERCO HOLDINGS  
LIMITED**

Witness signature

Witness name  
(block capitals)

BEN MCININCH

Witness address

27 LIME GROVE  
ALTON  
GU34 2AF

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

Signature

Name (block capitals)

KAREN PAGE  
Director

Witness signature

Witness name  
(block capitals)

KEENA SULTAN

Witness address

82 MARSHALL GROVE  
GREAT BARR  
BIRMINGHAM, B4 4 8HR