

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3596085

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	LATERAL LABORATORIES LIMITED	09/02/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BBI SOLUTIONS OEM LIMITED	
<b>Street Address:</b>	HAYWOOD HOUSE, DUMFRIES PLACE	
<b>City:</b>	CARDIFF	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	CF10 3GA	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7749776	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(781)647-3939	
<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>	781-314-4062	
<b>Email:</b>	Jean.Maxwell@alere.com	
<b>Correspondent Name:</b>	JEAN M. MAXWELL, TRADEMARK MANAGER	
<b>Address Line 1:</b>	51 SAWYER ROAD, SUITE 200	
<b>Address Line 2:</b>	ALERE INC.	
<b>Address Line 4:</b>	WALTHAM, MASSACHUSETTS 02453	
<b>ATTORNEY DOCKET NUMBER:</b>	PA 7749776 USA	
<b>NAME OF SUBMITTER:</b>	JEAN M. MAXWELL	
<b>SIGNATURE:</b>	/JEANMMAXWELL/	
<b>DATE SIGNED:</b>	11/02/2015	
<b>Total Attachments: 9</b>		
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**PATENT**

**REEL: 036932 FRAME: 0768**

DATED 2nd September 2013

(1) BBI SOLUTIONS OEM LIMITED

(2) LATERAL LABORATORIES LIMITED

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DEED OF ASSIGNMENT OF PATENTS

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Berry Smith LLP  
Haywood House  
Dumfries Place  
Cardiff  
CF10 3GA

Dated: 22.08.2013  
LMH - V6

THIS DEED is made on the 2<sup>nd</sup> day of Sept 2013

**BETWEEN:-**

- (1) **BBi SOLUTIONS OEM LIMITED** incorporated and registered in England and Wales with company number 08368483 whose registered office is at Haywood House, Dumfries Place, Cardiff, United Kingdom, CF10 3GA (BBi).
- (2) **LATERAL LABORATORIES LIMITED** incorporated and registered in Scotland with company number SC276655 whose registered office is at 492A Perth Road, Dundee, DD2 1LR (LATERAL).

**WHEREAS:**

- (A) Lateral is the proprietor of or applicant for the Patents (as defined below).
- (B) By the Main Agreement (as defined below) Lateral has agreed to assign the Patents to BBi on the terms set out in this agreement.

**IT IS AGREED AS FOLLOWS:**

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Main Agreement** means the purchase agreement entered into between the parties of even date;

**Patents** means the patents and patent applications, short particulars of which are set out in Schedule 1.

**VAT** means value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax, and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.

- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Writing or written includes faxes but not e-mail.
- 1.8 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## 2. Assignment

Pursuant to and for the consideration set out in the Main Agreement, Lateral hereby assigns to BBI, absolutely with full title guarantee, all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- 2.1.1 in respect of any and each application in the Patents:
- 2.1.1.1 the right to claim priority from and to prosecute and obtain grant of patent; and
- 2.1.1.2 the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 2.1.2 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- 2.1.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
- 2.1.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- 2.1.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from

ownership, of any of the Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this agreement.

3. VAT

All payments made by BBI under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by, BBI shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that Lateral shall have delivered a valid VAT invoice in respect of such VAT to BBI.

4. Warranties

Lateral warrants that:

- 4.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Patents;
- 4.1.2 for each of the registration listed in **Schedule 1** it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- 4.1.3 it has not licensed or assigned any of the Patents;
- 4.1.4 the Patents are free from any security interest, option, mortgage, charge or lien;
- 4.1.5 it is unaware of any infringement or likely infringement of any of the Patents;
- 4.1.6 so far as it is aware all the Patents are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Patents;
- 4.1.7 so far as it is aware, exploitation of the Patents will not infringe the rights of any third party; and
- 4.1.8 the Patents are derived from its original work and have not been copied wholly or substantially from any other source.

5. Indemnity

- 5.1 Lateral shall indemnify and hold BBI harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by BBI arising out of or in connection with any breach by Lateral of the warranties in clause 4 above.

- 5.2 Subject to clause 5.4 below, this indemnity shall apply whether or not BBI has been negligent or at fault.
- 5.3 If a payment due from Lateral under this clause is subject to tax (whether by way of direct assessment or withholding at its source), BBI shall be entitled to receive from Lateral such amounts as shall ensure that the net receipt, after tax, to BBI in respect of the payment is the same as it would have been were the payment not subject to tax.
- 5.4 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

6. Further assurance

- 6.1 Lateral shall, at BBI's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which BBI requests to vest in BBI the full benefit of the right, title and interest assigned to BBI under this agreement, including registration of BBI as applicant for, or proprietor of, the Patents.
- 6.2 Lateral irrevocably appoints BBI to be its attorney in his name and on its behalf to execute documents, use Lateral's name and do all things which are necessary or desirable for BBI to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of BBI or by any person appointed in accordance with clause 6.4, 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.
- 6.3 This power of attorney is irrevocable as long as Lateral's obligations under this agreement remain undischarged.
- 6.4 Without prejudice to clause 6.2, the attorney may, in any way it thinks fit and in the name and on behalf of Lateral:
- 6.4.1 take any action that this agreement requires Lateral to take;
  - 6.4.2 exercise any rights which this agreement gives to Lateral; and
  - 6.4.3 appoint and remove one or more substitute attorneys with full power as Lateral's attorney on terms that the attorney thinks fit.
- 6.5 Lateral must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

7. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8. Entire agreement

8.1 This agreement and the Main Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

8.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. Severance

10.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

10.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11. Third party rights

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

12. Notices

12.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

12.1.1 Lateral: Mr Richard Lamotte, Carse Cottage, Grange Errol, Perth, PH2 7SZ

12.1.2 BBI: Mr Lyn Rees, BBI Solutions OEM Ltd, The Courtyard, 73 Ty Glas Avenue, Cardiff, CF14 5DX.

or as otherwise specified by the relevant party by notice in writing to each other party.

12.2 Any notice or other communication shall be deemed to have been duly received:



- 12.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;
  - 12.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
  - 12.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 12.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.
- 12.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
13. Governing law and jurisdiction
- 13.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).


**IN WITNESS** whereof the parties or their duly authorised representatives have executed this Deed as a Deed as follows:


**SCHEDULE 1**

**Patents and Applications**

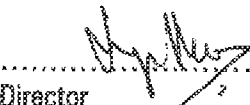
Country or territory	Application or publication no	Date of filing or registration	Description
EP	1877792	4 <sup>th</sup> May 2006	For multicoloured single line lateral flow assay and associated know how colloidal materials and synthesis methods.
USA	7749776	4 <sup>th</sup> May 2006	For multicoloured single line lateral flow assay and associated know how colloidal materials and synthesis methods.

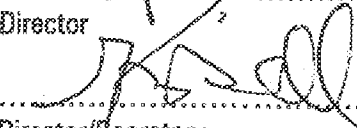
Executed as a deed by LATERAL  
LABORATORIES LIMITED in the  
presence of

  
.....  
Director

  
.....  
Director/Secretary

Executed as a deed by BBI SOLUTIONS OEM  
LTD in the presence of

  
.....  
Director

  
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Director/Secretary