

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3677117

|   |                            |
|---|----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT             |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                 |
| <b>CONVEYING PARTY DATA</b>   |                            |
| <b>Name</b>   | <b>Execution Date</b>      |
| RONALD NORMAN DIAMOND   | 10/31/2011                 |
| STEVE MICHAEL GANN  | 10/31/2011                 |
| ERIC DARNELL HALL   | 10/31/2011                 |
| TAE HO HWANG  | 10/31/2011                 |
| JOHN LEWIS MORTON   | 10/31/2011                 |
| ANATOLY MOSKALEV  | 10/31/2011                 |
| MARINELA GOMBOSEV STACK   | 10/31/2011                 |
| BRUCE ALAN SARGEANT   | 10/31/2011                 |
| MICHELLE FREDRIKA FORSHAGER   | 10/31/2011                 |
| <b>RECEIVING PARTY DATA</b>   |                            |
| <b>Name:</b>  | HYCOR BIOMEDICAL, LLC.     |
| <b>Street Address:</b>  | 3021 E. 98TH ST.           |
| <b>Internal Address:</b>  | SUITE 220                  |
| <b>City:</b>  | INDIANAPOLIS               |
| <b>State/Country:</b>   | INDIANA                    |
| <b>Postal Code:</b>   | 46280                      |
| <b>PROPERTY NUMBERS Total: 4</b>  |                            |
| <b>Property Type</b>  | <b>Number</b>              |
| <b>PCT Number:</b>  | US1430373                  |
| <b>Application Number:</b>  | 61791879                   |
| <b>Application Number:</b>  | 61791295                   |
| <b>Application Number:</b>  | 14215720                   |
| <b>CORRESPONDENCE DATA</b>  |                            |
| <b>Fax Number:</b>  |                            |
| <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>Email:</b>   | evan.gunderman@klgates.com |
| <b>Correspondent Name:</b>  | LOUIS CULLMAN              |
| <b>Address Line 1:</b>  | 1 PARK PLAZA               |
| <b>Address Line 2:</b>  | 12TH FLOOR                 |

PATENT

**Address Line 4:** IRVINE, CALIFORNIA 92614

**ATTORNEY DOCKET NUMBER:** 1958949.00003/00010

**NAME OF SUBMITTER:** LOUIS CULLMAN

**SIGNATURE:** /Louis Cullman/

**DATE SIGNED:** 12/30/2015

**Total Attachments: 9**

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# Falcon Analyzer

## Engineering Services Agreement

between

Hycor Biomedical Inc. and SOURCE (defined below)



Customer Contact(s):

Hycor Biomedical Inc.  
727 Chapman Avenue  
Garden Grove, CA 92841

Mark Van Cleve, PhD.  
727 Chapman Avenue  
Garden Grove, CA 92841  
[mvanclave@hycorbiomedical.com](mailto:mvanclave@hycorbiomedical.com)  
+1 (714) 933-3128

Source Scientific Contacts:

Source Scientific, LLC  
2144 Michelson Drive  
Irvine, CA 92612

Richard W. Henson, CEO  
[rwhenson@sourcescientific.com](mailto:rwhenson@sourcescientific.com)  
+1 (949) 231-5480

Bruce Sargeant, President  
[bruce@sourcescientific.com](mailto:bruce@sourcescientific.com)  
+1 (949) 231-5082

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with intended effectiveness as of the Effective Date.

Hycor Biomedical Inc.

Source Scientific, LLC

Richard Aderman  
President / CEO

Date

Richard W. Henson, CEO  
CEO

Date

BIT Instruments, Inc.

Marius Belger, CEO

Date

The BIT Companies:

|   |  |  |
|---|--|--|
| Source Scientific, LLC<br>2144 Michelson Drive<br>Irvine, CA 92612<br>USA | BIT Instruments, Inc.<br>388 Munsing Street<br>Ludlow, MA 01056<br>USA | BIT Instruments, GmbH<br>Am Kronberger Hang 3<br>65824 Schwalbach<br>Germany |
|---|--|--|

## Overview

Hycor Biomedical Inc. ("Client") has developed an In-vitro diagnostic (IVD) technology

The Client will provide general design specifications for this system.

The work will be performed as per the Proposal Update dated May 24<sup>th</sup> 2011 with subsequent modifications as required by Client.

A deposit is required to begin work on Phase 1. All work performed will be billed on an actual time and materials basis. Client will be invoiced on a regular basis. Invoices are due for payment within 30 days. The deposit will be credited in full at the conclusion of the project.

1.0 Terms and conditions of sale. SOURCE agrees to provide the services described herein ("Services") in accordance with its standard Terms and Conditions Of Sale (Exhibit A). In addition, the following terms shall apply:

2.0 Invoice/Payment Terms.

3.0 Schedule & Delivery Dates.

4.0 Prototypes / Pre-Production Build.

5.0 **Proprietary Information.** SOURCE's work for Client will involve access to confidential, proprietary and trade secret information and materials of Client (collectively, "Proprietary Information"). Proprietary Information includes, without limitation, any (a) information, ideas or materials of a technical, inventive or creative nature, such as research and development results, designs and specifications, and other materials or concepts relating to Client's products, services, and technologies or intellectual property rights; (b) information, ideas or materials of a business nature, such as marketing and sales information, customer and supplier lists, product development plans and business and financial plans and forecasts; (c) all personal property, including, without limitation, all manuals, records, reports, notes, contracts, lists, blueprints and other documents or materials, received by SOURCE in the course of performing the Services; (d) all records and any other materials and information pertaining to Works (as defined below); and (e) the terms and conditions, and the existence of, of this Agreement. SOURCE agrees during the term of this Agreement and for a period of five (5) years thereafter, that SOURCE (i) shall hold all Proprietary Information in confidence and trust for the benefit of Client; (ii) shall not copy or use any Proprietary Information, except as may be necessary to perform the Services; (iii) shall use the Proprietary Information only for the benefit of Client (and not for the benefit of SOURCE or any third party); and (iv) shall not disclose or otherwise make available any such Proprietary Information to any third party except as authorized in writing and in advance by Client. All Proprietary Information is and shall remain the sole property of Client. The foregoing restrictions on use and disclosure shall not apply to any Proprietary Information that (A) is or has become generally known to the public through no unlawful act of SOURCE; (B) was known to SOURCE at the time of its disclosure by Client, as evidenced by SOURCE's written records; (C) becomes known to SOURCE from a source other than Client without breach of this Agreement and otherwise not in violation of Client's rights, as evidenced by SOURCE's written records; (D) is disclosed after obtaining prior written approval of such disclosure from Client; or (E) SOURCE is legally compelled to disclose, provided that SOURCE shall give advance notice of such compelled disclosure to Client, and shall cooperate with Client in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Proprietary Information.

## 6.0 **Ownership/Infringement**

### 6.1 **Definitions:**

- "Innovations" means all designs, copyrightable works, ideas, inventions, technology, techniques and other creations (including, without limitation, design or performance specifications, reports and other documentation), and any related work-in-progress, improvements or modifications to the foregoing.
- "Client Innovations" are Innovations that SOURCE solely or jointly with others, conceives, develops or reduces to practice in the course of performing the Services or, if such Innovations are based on Proprietary Information, after termination of this Agreement. Where modifications to an existing Platform Technology are made to

meet Client's specifications, only that unique configuration shall be deemed as Client Innovation and shall not affect the ability of SOURCE to employ the original configuration in any other application.

- "Out of Scope Innovations" are Innovations that are conceived, reduced to practice, created, derived, developed or made by SOURCE or any of their respective affiliates (i) prior to the Effective Date or any subsequent modifications thereof or (ii) are unrelated to SOURCE's work for Client under this Agreement. These innovations include but are not limited to Platform Technologies previously developed by SOURCE.

6.2 SOURCE hereby agrees that (a) all Client Innovations shall be the sole property of Client, and all copyrightable Client Innovations shall be considered "work made for hire" (as defined in 17 U.S.C. §101); and (b) Client has the right to obtain and hold in its own name all right, title and interest including intellectual property rights, in and to any and all Client Innovations. In further consideration of Client's payments to SOURCE, SOURCE hereby irrevocably assigns and agrees to assign to Client all right, title and interest in and to all Client Innovations, whether currently existing or created or developed later, including, without limitation, all intellectual property and proprietary rights related thereto, whether existing now or in the future, effective immediately upon the conception, creation or development thereof. SOURCE shall (A) disclose promptly to Client all Client Innovations, and (B) whether during or after the Term of this Agreement, execute such written instruments and do such other acts (at Client's expense) as may be necessary in the opinion of Client to obtain a patent, register a copyright or otherwise evidence or enforce Client's rights in and to such Client Innovations (and SOURCE hereby irrevocably appoints Client and any of its officers as SOURCE's attorney in fact to undertake such acts in SOURCE's name). To the extent that SOURCE retains any right, title or interest in or to any Client Innovations, SOURCE hereby grants to Client a perpetual, irrevocable, fully paid-up, transferable, sublicenseable, exclusive, worldwide right and license to reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of Client) all or any portion of such Client Innovations.

To the extent SOURCE incorporates or permits to be incorporated any Out-of-Scope Innovations into any of the Client Innovations or any other deliverable under this Agreement, such Out-of-Scope Innovations shall remain the property of its respectful owner. Commercial rights to the Out-of-Scope Innovations shall be granted as per Section 12 of the BIT Analytical Instruments and Source Scientific, LLC Terms and Conditions of Sale included in Exhibit A.

SOURCE will not knowingly incorporate or allow to be incorporated into any Client Innovations any material which is subject to the patent rights, copyrights or any other intellectual property rights of any third party, unless SOURCE has the right to copy and incorporate such material, and agrees to indemnify, defend and hold harmless Client from and against any claim arising out of a breach by SOURCE of its obligations under this sentence. Likewise, Client will not provide to SOURCE any material which is subject to the patent rights, copyrights or any other intellectual property rights of any third party, unless Client has the right to provide such material, and Client agrees to indemnify, defend and hold harmless SOURCE from and against any claim arising out of a breach by Client of its

obligations under this sentence. SOURCE shall not knowingly infringe any patent. However, because designs are in accordance with Client's stated specifications, except as expressly provided in the first sentence of this paragraph, SOURCE does not represent or warrant that such designs will not infringe any existing patent or subsequently issued patents, and SOURCE expressly disclaims any liability for any such patent infringement. At Client's option and expense, SOURCE through its outside patent counsel, can arrange for the performance of a patent search to provide some assurances that Work Product does not infringe any patent. The Client is encouraged to conduct such a search. SOURCE will cooperate with the Client to help secure patent rights, at the Client's expense.

7.0 General. This Agreement supersedes in full all prior discussions and agreements between the parties relating to the Services, constitutes the entire agreement between the parties relating to the Services, and may be modified or supplemented only by a written document signed by an authorized representative of each party. Except as provided herein, the BIT Analytical Instruments and Source Scientific, LLC Terms and Conditions of Sale, a copy of which is included in Exhibit A, shall apply. SOURCE shall not be liable for any delay or failure in its performance hereunder due to causes beyond its reasonable control. The laws of the State of California shall govern this Agreement. In the event legal action is required to enforce either party's rights hereunder, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

#### 8.0 Engineering services fee schedule



9.0 Review Process. The project shall begin with a joint review of the Specifications and the Development Plan. At the conclusion of this review, both parties will approve any changes in the Specifications and Development Plan as per Section 10.0 before any further work is performed.

10.0 Supplement and Modification. The Specification and the Development Plan may be supplemented and/or modified from time to time by the approval of such supplements and/or modifications in writing signed by authorized representatives of both parties, whereupon the portion(s) of the Specification and the Development Plan so supplemented or modified shall become a supplement to this Agreement. Prior to Client's approval of any

such supplement or modification, SOURCE shall notify the Client technical representative specified under Section 11.0 of this Agreement in writing, or by email, of the impact, if any, that such supplement or modification has on the development fees, expenses and the schedule within the Development Plan. Upon written approval by both parties of such supplement or modification no later than ten (10) calendar days from the date of such supplement or modification, such schedule, development fees and the expenses shall be adjusted accordingly.

**11.0 Technical Representatives.** Each party shall designate a Technical Representative who shall be responsible for communicating all relevant technical information between the parties and shall be responsible for authorizing all material changes to the scope of work and this agreement.

**12.0 Regulatory Approvals.** Client may obtain, with reasonable assistance from SOURCE, at Client's sole expense and discretion, all regulatory authority permits and licenses applicable to commercialization and use of the Developed Products. Such permits and licenses include, but are not limited to, commercial authorization from the United States Food and Drug Administration, Underwriters Laboratory, GS and CE-marking.

**13.0 Term.** This Agreement shall become effective on the Effective Date specified above and, unless it is terminated earlier pursuant to this Article, shall remain in effect for a period specified in the Development Plan attached as Exhibit B hereto and subject to amendment consistent with Section 10.0 hereof.

**14.0 Default.** If either Party fails or neglects to perform any covenant or provision of this Agreement, then the nonbreaching party may declare a default hereunder (hereinafter referred to as the "Default") by providing written notice to the other Party specifying the nature of such Default hereunder. If a Default is not cured by the defaulting party within thirty (30) calendar days after notice of such Default is given pursuant to this Section 14.0, then this Agreement shall terminate upon the expiration of such period, at the option of the nondefaulting party and reasonable losses will be recovered by the nondefaulting party

**14.0 Notices.** Any notice hereunder by either Party shall be given by personal delivery, by sending such notice by certified mail, postage pre-paid, or by telecopier with a confirmation copy by regular mail, to the other party at its address or telecopier number, as the case may be, set forth below or at such other address or telecopier number designated by notice in the manner provided in this Section. Such notice shall be deemed to have been received: if personally delivered, then upon the date of actual delivery; if mailed, then five (5) business days after deposit in the mail; and if sent by telecopier, then upon transmittal. Unless changed by notice pursuant to this Section 10.5, notice shall be sent to the contact persons at the addresses or telecopier numbers, as the case may be, set forth below:

If to HCD: Hycor Biomedical Inc.  
Address: 727 Chapman Avenue  
Garden Grove, CA 92841  
Attention: Mark Van Cleve  
Telecopier: (714)

If to SOURCE: Source Scientific, LLC  
Address: 2144 Michelson Drive



Irvine, CA 92612  
Attention: Richard W. Henson, CEO  
Telecopier: (949) 231-5028

15.0 Survival. The following provisions shall survive the termination or expiration of this Agreement for any reason in accordance with their respective terms: Exhibit A - BIT Analytical Instruments and Source Scientific, LLC Terms and Conditions of Sale, Sections 5.0, 6.0.

**Exhibit A - BIT Analytical Instruments and Source Scientific, LLC Terms and Conditions of Sale**

**Exhibit B – Development Plan**