

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3876212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	BUSINESS TRANSFER AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	THERMO FISHER SCIENTIFIC OY	12/11/2012
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FERMENTAS UAB	
<b>Street Address:</b>	V. GRAICIUNO 8	
<b>City:</b>	VILNIUS	
<b>State/Country:</b>	LITHUANIA	
<b>Postal Code:</b>	LT-02241	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	13078720
	<b>Application Number:</b>	13252664
<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>	docketing@mcneillbaur.com	
<b>Correspondent Name:</b>	ADAM M. BREIER	
<b>Address Line 1:</b>	11501 DUBLIN BOULEVARD	
<b>Address Line 2:</b>	SUITE 200	
<b>Address Line 4:</b>	DUBLIN, CALIFORNIA 94568	
<b>ATTORNEY DOCKET NUMBER:</b>	01129-0015, 25-00US	
<b>NAME OF SUBMITTER:</b>	ADAM M. BREIER	
<b>SIGNATURE:</b>	/Adam M. Breier/	
<b>DATE SIGNED:</b>	05/17/2016	
<b>Total Attachments: 4</b>		
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source=TSFOy-Fermentas_Transfer_acceptance statement#page2.tif		
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## TRANSFER AND ACCEPTANCE STATEMENT

THIS STATEMENT is dated December 11<sup>th</sup>, 2012

### PARTIES

**Thermo Fisher Scientific Oy**, a private company incorporated and registered in Finland, with business identity code 0921547-0, VAT payer's code FI09215470, whose registered office is at Ratastie 2, FI-01620 Vantaa, Finland ("**TFS**").

**Fermentas UAB**, a private company incorporated and registered in Lithuania with company number 122351387, VAT payer's code LT223513811, whose registered office is at V. Graiciuno 8, LT-02241 Vilnius, Lithuania ("**Fermentas**").

### BACKGROUND

- (A) On 4<sup>th</sup> June, 2012 TFS and Fermentas have entered into a business transfer agreement (the "**Business Transfer Agreement**").
- (B) The Business Transfer Agreement in clause 2.1 provides that Business will be transferred on the Completion Date which in turn is defined as the date when this statement is signed. Further, the Business Transfer Agreement stipulates that this statement will be signed as stipulated in the Business Transfer Agreement if the Purchase Price will be finally confirmed by Lithuanian Valuation Company.
- (C) On 29<sup>th</sup> November, 2012 Lithuanian Valuation Company has confirmed in its report attached as Schedule 1 the Purchase Price and Purchase Price allocation between Assets and Liabilities established in VRC's Valuation Report.

NOW, THEREFORE the parties agree as follows:

#### 1. INTERPRETATION

Unless defined otherwise herein the capitalised words shall have the meaning attributed to them in the Business Transfer Agreement.

#### 2. CONFIRMATIONS

##### 2.1 The parties agree that:

- (a) Lithuanian Valuation Company has confirmed the Purchase Price of EUR 37,500,000;
- (b) Lithuanian Valuation Company has confirmed that the Purchase Price allocation between Assets and Liabilities as at 31<sup>st</sup> March, 2012 was the following:
  - Trademarks are equal to EUR 1,000,000 (as established in VRC's Valuation Report);
  - Technology – Reagent are equal to EUR 6,700,000 (as established in VRC's Valuation Report);
  - Technology – Diagnostics are equal to EUR 400,000 (as established in VRC's Valuation Report);

- Tangible Assets are equal to EUR 442,000 (as established in VRC's Valuation Report);
  - Inventory is equal to EUR 928,000 (as established in VRC's Valuation Report);
  - Goodwill is equal to EUR 28,030,000 (as established in VRC's Valuation Report).
- (c) the Inventory and Tangible Assets as evident from Schedule 2 have been transferred to Fermentas before the Completion Date, however shall be deemed to have been transferred on the Completion Date and the respective invoices listed in Schedule 2 shall be cancelled;
- (d) Amounts Paid are equal to EUR 999,446.89;
- (e) Withheld Taxes are equal to EUR 810,000;
- (f) on December 17<sup>th</sup>, 2012 Fermentas shall transfer the remainder of the Purchase Price equalling to **EUR 35,690,553.11** to TFS' Bank Account.
- 2.2 Fermentas confirms that TFS has submitted/updated/amended the contacts of Transferred Clients on the date the parties have signed this statement and the contacts of Transferred Clients as of the date hereof are held in custody of Fermentas.
3. **TRANSFER**
- 3.1 TFS transfers and Fermentas accepts the Business (other than the Excluded Assets and Liabilities) and all other property, rights, assets and liabilities owned by TFS and used, enjoyed or exercised or intended to be used, enjoyed or exercised in the Business (other than the Excluded Assets and Liabilities) as of the date of signing this statement.
4. **MISCELLANEOUS**
- 4.1 This statement is executed in two counterparts in English language, one of which shall be kept by TFS and the other by Fermentas.
- 4.2 Section 14 of the Business Transfer Agreement is inserted to this statement by way of reference.

Schedules:

1. Report of CONFIDENTUS, dated 29<sup>th</sup> November 2012;
2. List of invoices for Tangible Assets and the Inventory already received by Fermentas from TFS.

Signed by TIMO KOKKO  
MAIJA TERVONEN  
 for and on behalf of Thermo Fisher  
 Scientific Oy

Thermo Fisher Scientific Oy

TIMO KOKKO  
 Director

Signed by Generalinis direktorius  
ALGIMANTAS MARKAUSKAS  
 for and on behalf of Fermentas UAB

General Manager

Schedule 1. Report of CONFIDENTUS, dated 29<sup>th</sup> November 2012

Schedule 2. List of invoices for Tangible Assets and the Inventory already received by Fermentas from TFS.

<b>SUMMARY</b>			
<b>2012.12.06</b>			
<i>Stock and Fixed assets transferred to BIVilnius</i>			
<b>EUR</b>			
<b>All invoices (Stock &amp; Fixed Assets)</b>			
Invoice no.	Invoice date	Type	Invoice amount (EUR)
990056	2012.04.19	Stock	3,793.32
990055	2012.04.25	Stock	375,739.81
990058	2012.05.02	Stock	30,235.94
990058	2012.05.02	Fixed assets	30,527.59
990058	2012.05.02	Fixed assets - Purchased from SP&A	-9,200.00
990059	2012.05.03	Stock	40,858.54
990069	2012.06.01	Stock	140,041.34
990069	2012.06.01	Stock	2,488.74
990062	2012.05.10	Fixed assets	129,541.83
990070	2012.06.01	Fixed assets	300,946.54
418361	2012.09.17	Fixed assets (adj 990058, 990063, 990070)	-14,381.02
990071	2012.06.01	Stock (adj 990069)	-29,517.74
990072	2012.06.01	Stock (adj 990069)	-1,628.00
			<b>999,446.89</b>
		Fixed assets	<b>437,434.94</b>
		Inventory	<b>562,011.95</b>