

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4293261

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SEKISUI DIAGNOSTICS, LLC	12/01/2016
RECEIVING PARTY DATA	
Name:	BIOMEDICA DIAGNOSTICS INC.
Street Address:	94 WENTWORTH ROAD, PO BOX 1030
City:	WINDSOR, NOVA SCOTIA
State/Country:	CANADA
Postal Code:	B0N 2T0
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6808927
CORRESPONDENCE DATA	
Fax Number:	(914)288-0023
<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:	914-288-0022
Email:	USPTO@LEASONELLIS.COM
Correspondent Name:	SUSIE CHENG, ESQ., LEASON ELLIS LLP.
Address Line 1:	ONE BARKER AVENUE
Address Line 2:	FIFTH FLOOR
Address Line 4:	WHITE PLAINS, NEW YORK 10601
ATTORNEY DOCKET NUMBER:	10470/808000-000
NAME OF SUBMITTER:	ALMA D. CLEMENA FOR SC
SIGNATURE:	/Alma D. Clemena/
DATE SIGNED:	02/27/2017
Total Attachments: 5	
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PATENT ASSIGNMENT

This Patent Assignment (this “**Assignment**”), dated as of December 1, 2016, is entered into between Sekisui Diagnostics, LLC, a Delaware limited liability company (“**Assignor**”), and BioMedica Diagnostics Inc., a Nova Scotia company (“**Assignee**”) Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 1, 2016 (the “**Purchase Agreement**”), by and between Assignor, Assignee and BioMedica ADI Inc., a Delaware corporation (“**Subsidiary**” and collectively with Assignee, “**Buyers**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Buyers and Buyers have agreed to purchase from Seller, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller’s right, title and interest in, to and under the Purchased Assets.

WHEREAS, Assignor is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to patent-related intellectual property and goodwill of the business connected with the use of the patent-related intellectual property that constitutes a portion of the Purchased Assets, which intellectual property is more particularly described in Exhibit A annexed hereto (the “**Patent-Related Intellectual Property**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee the entire right, title, interest, benefits, privileges and goodwill in and to the Patent-Related Intellectual Property;

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire Assignor’s entire right, title, interest, benefits, privileges and goodwill in and to the Patent-Related Intellectual Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and this Bill of Sale, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Patent-Related Intellectual Property.** Assignor hereby sells, assigns, transfers conveys and delivers to Assignee, its successors, assigns and legal representatives, Assignor’s entire right, title, interest, benefits, privileges and goodwill in and associated with the Patent-Related Intellectual Property and goodwill of the business associated with the Patent-Related Intellectual Property, including, but not limited to: all issuances, divisions, continuations, substitutions, continuations-in-part, re-examinations, re-issues, additions, renewals, and extensions and all rights of any kind accruing under any of the foregoing provided by applicable Laws, by international treaties and conventions and otherwise throughout the world, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a

result of past infringement, if any, related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto.

2. **Conflict with the Purchase Agreement.** Assignor and Assignee, by their execution of this Assignment, hereby acknowledge and agree that neither the representations and warranties nor the rights and remedies of the Parties under the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this instrument. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

3. **Further Actions.** Assignor hereby covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such Assignee may reasonably request to more effectively consummate the assignments contemplated by this Assignment. Assignor hereby binds its legal representatives, agents, officers, parents, subsidiaries and affiliates, as well as Assignor, to do, upon Assignee's request and at Assignor's expense, and without additional consideration to Assignor or its legal representatives, agents, officers parents, subsidiaries or affiliates, all acts reasonably serving to assure that the Patent-Related Intellectual Property and the goodwill of the business associated with the Parent-Related Intellectual Property shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful documents including petitions, specifications, oaths, assignments, disclaimers, and affidavits in form and substance as may be requested by Assignee; and to communicate to Assignee all material facts known to Assignor relating to the Patent-Related Intellectual Property and the goodwill of the business associated with the Parent-Related Intellectual Property or the history thereof.

4. **Notices.** Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 9.02 of the Purchase Agreement.

5. **Severability.** If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

6. **Amendments and Waivers.** This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by

any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

9. **No Third Party Beneficiaries.** This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

* * * * *

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be duly executed on its behalf, on the Effective Date.

ASSIGNOR:

SEKISUI DIAGNOSTICS, LLC

By: Eiichi Takahashi

Name: Eiichi Takahashi

Title: Chief Executive Officer

County of Middlesex)
State of Massachusetts)

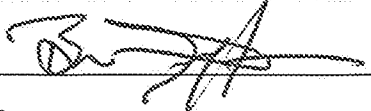
On this 17th day of NOVEMBER, 2016, before me a Notary Public in and for the County and State aforesaid, personally appeared Eiichi Takahashi, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public: Karen P. Chiquet
Commission Expiration Date: 01/19/2018

(SEAL)

ASSIGNEE:

BIOMEDICA DIAGNOSTICS INC.

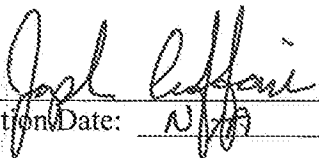
By: 

Name: BRIAN JEFFERS

Title: PRESIDENT AND CEO

County of HANTS)
Province of NOVA SCOTIA)

On this 29TH day of November, 2016, before me a Notary Public in and for the County and Province aforesaid, personally appeared BRIAN JEFFERS, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public: 
Commission Expiration Date: N/A

(SEAL)