

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5007438

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LEICA INSTRUMENTS (SINGAPORE) PTE. LTD.	05/09/2018
RECEIVING PARTY DATA		
Name:	LEICA BIOSYSTEMS NUSSLOCH GMBH	
Street Address:	HEIDELBERGER STRASSE 17-19	
City:	NUSSLOCH	
State/Country:	GERMANY	
Postal Code:	69226	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8890709
CORRESPONDENCE DATA		
Fax Number:	(716)849-0349	
<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:	7168564000	
Email:	gsnyder@hodgsonruss.com	
Correspondent Name:	HODGSON RUSS LLP	
Address Line 1:	140 PEARL STREET, SUITE 100	
Address Line 4:	BUFFALO, NEW YORK 14202-4040	
ATTORNEY DOCKET NUMBER:	037105.00114	
NAME OF SUBMITTER:	GEORGE L. SNYDER, JR.	
SIGNATURE:	/george l snyder jr/	
DATE SIGNED:	06/14/2018	
Total Attachments: 7		
source=L 0119A-Assignment#page1.tif		
source=L 0119A-Assignment#page2.tif		
source=L 0119A-Assignment#page3.tif		
source=L 0119A-Assignment#page4.tif		
source=L 0119A-Assignment#page5.tif		
source=L 0119A-Assignment#page6.tif		

INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into effective as of May 9, 2018 (the "Effective Date"), by and between Leica Instruments Singapore Pte. Ltd., a Singapore corporation registered under 197106521E having its seat under 12 Teban Gardens Crescent, Singapore 608924 (the "Seller"), and Leica Biosystems Nussloch GmbH, a German corporation registered under HRB 333205 having its seat under Heidelberger Str. 17, 69226 Nußloch, Germany (the "Buyer"). The Buyer and the Seller are sometimes referred to individually as a "Party" and collectively as the "Parties."

BACKGROUND

WHEREAS, the Seller owns the intellectual property identified on Exhibit A attached hereto (the "Intellectual Property") for the production of "ASP 6025";

WHEREAS, the Seller desires to grant, sell, convey, assign, transfer and deliver this Intellectual Property to the Buyer, and the Buyer desires to purchase from the Seller, all right, title, and interest of the Seller in and to the Intellectual Property related to the production function of "ASP 6025";

WHEREAS, this Agreement sets forth the terms and conditions upon which the Buyer is purchasing the Intellectual Property from the Seller and the Seller is granting, selling, conveying, assigning, transferring and delivering the Intellectual Property to the Buyer for the production of "ASP 6025"; and

WHEREAS, the Parties' desire and intention with this Agreement is to enable Buyer to produce the "ASP 6025";

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Sale and Assignment of the Intellectual Property.

(a) Sale and Assignment. With effect from the Effective Date, and subject to the terms of this Agreement, the Seller hereby grants, sells, conveys, assigns, transfers and delivers to the Buyer, and the Buyer purchases from the Seller, all right, title, and interest of the Seller in and to all of the Intellectual Property related to the production function of "ASP 6025", free and clear of any lien, mortgage, security interest, pledge, adverse claim, restriction on transferability, defect of title, or other claim, charge, or encumbrance of any nature whatsoever (collectively, "Encumbrances"). The Parties have used their best efforts to include in Exhibit A all Intellectual Property necessary for the production of "ASP 6025". If Intellectual Property necessary for the production of "ASP 6025" and available to Seller were - by mistake or otherwise - not included in Exhibit A, the Parties promise to treat each other as if such Intellectual Property had also been included in Exhibit A as of the date of execution of this Agreement.

(b) Consent of Third Parties. License of Intellectual Property.

(i) Nothing in this Agreement shall be construed as an attempt by the Seller to assign to the Buyer pursuant to this Agreement any contract, license, agreement or other asset included in the Intellectual Property that is by its terms, contract, or applicable law non-assignable without the consent of any other party or parties, unless such consent or approval shall have been given, or as to which all the remedies for the enforcement thereof available to the Seller would not by contract pass to the Buyer as an incident of the assignments provided for by this Agreement (a "Non-Assignable Asset"). To the extent

that any third party consent in respect of, or a novation of, a Non-Assignable Asset shall not have been obtained on or before the date hereof, the Buyer may elect to proceed with the transactions contemplated hereunder, in which case, the Seller shall continue to use reasonable efforts to obtain any such third party consent or novation after the date hereof, at the Seller's sole cost and expense, until such time as it shall have been obtained, and the Seller agrees to, and hereby does, grant to the Buyer a perpetual, exclusive, transferable, sub-licenseable, worldwide, royalty-free license to such Non-Assignable Asset until the third party consent or novation in respect of such Non-Assignable Asset has been obtained.

(ii) The Seller shall take all necessary steps to effect any and all administrative filings or registrations necessary to complete the transfer of ownership of the Intellectual Property to the Buyer. If there is any impediment or delay to any such administrative filing or registration, then in the period prior to which such administrative filing or registration takes effect, the Seller shall hold legal title to the Intellectual Property subject to such administrative filing or registration as nominee for the Buyer. The Buyer shall be the sole beneficial owner of all Intellectual Property subject to such administrative filing or registration and that all rights and burdens of ownership shall reside solely with the Buyer. The Seller shall hold the Intellectual Property subject to any administrative filing or registration solely on behalf of Buyer, and the Seller shall transfer such Intellectual Property to the Buyer as soon as practicable. The Seller's role as nominee under this Section 1(b)(ii) shall automatically terminate upon completion of the administrative filings necessary to effect the transfer of ownership of any such Intellectual Property to the Buyer.

(iii) During the period the Seller either (A) grants the Buyer a license to a Non-Assignable Asset pursuant to Section 1(b)(i) or (B) holds any Intellectual Property as nominee for the Buyer pursuant to Section 1(b)(ii), the Seller shall not sell, exchange, pledge, encumber or otherwise dispose of any part of such Intellectual Property, except as directed by the Buyer.

(c) Restrictions on transfer and license. The parties enter into this Agreement with respect to the production of "ASP 6025" to be undertaken by Buyer. Therefore, Buyer shall be entitled to use the Intellectual Property transferred respectively licensed under this Agreement solely for purposes of the production of "ASP 6025". In the event that Buyer will in future desire to use the Intellectual Property otherwise, the parties would need to agree at this point in time on how to treat such additional exploitation of the Intellectual Property by Buyer.

2. Purchase Price.

In full consideration for the sale of the Intellectual Property by the Seller, the Buyer shall pay to the Seller an amount equal to [REDACTED] (the "Purchase Price"). The Purchase Price shall be payable within 30 days after signing of this agreement.

(a) Valuation methodology.

(i) Determining the purchase price of the Intellectual Property, which is understood by the parties to represent the "production function" of "ASP 6025" consisted of finding the minimum asking price of the Seller and the maximum bidding price of the Buyer. These two values were calculated using the income approach (net present value valuation).

(ii) The Intellectual Property value from the Seller's perspective was established by considering the after tax profit potential of the Seller had it produced the "ASP 6025" product in Singapore. The additional tax burden resulting from the sale of the related Intellectual Property was also accounted for when establishing the minimum asking price.

(iii) The Intellectual Property value from the Buyer's perspective was established by considering the after tax profit potential of Buyer if the "ASP 6025" product is transferred to

Germany. This after tax profit potential was considered to constitute the maximum bidding price of the Buyer.

(iv) The established minimum and maximum price resulted in a bargaining range which was split evenly in order to determine the Purchase Price.

(b) Purchase Price Adjustment (True-up clause).

(i) The Parties acknowledge that - independent from paragraph a above - at the Effective Date uncertainties exist with regard to valuation of the transferred production function of "ASP 6025" respectively the Intellectual Property due to the current business environment and the fact that the valuation is based on future income projections. Therefore, the Parties agree to review the appropriateness of the Purchase Price (minimum purchase price including potential updated purchase price) after a period of two years after the Effective Date ("True-up Period").

(ii) Provided that the fair value of the Intellectual Property at the end of the True-up Period is substantially higher / lower compared to the fair value of the Intellectual Property used as basis for determining the Purchase Price at the Effective Date, Buyer / Seller agrees to pay an adjustment to the Purchase Price (Purchase Price Adjustment).

(iii) An increase / decrease of the value of the production function of "ASP 6025" respectively the Intellectual Property is considered to be substantial if the fair value at the end of the True-up Period deviates more than five percent from the fair value at the Effective date that was the basis for determining the Purchase Price. The adjustment to the Purchase Price shall be equal to the fair value's increase / decrease of the production function of "ASP 6025" respectively the Intellectual Property during the True-up Period.

(iv) The Purchase Price Adjustment shall be received by Seller / Buyer and shall be payable within 30 days.

3. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants to the Seller that:

(a) Organization, Authority, Conflicts, Binding Agreement. The Buyer is a company duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation. The Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by the Buyer and do not require the Buyer to obtain any consent or approval of any person or entity that has not been obtained and do not contravene or result in a default under any provision of any law, rule or regulation applicable to the Buyer or any of the constituent documents of the Buyer or any agreement or instrument to which the Buyer is a party or by which the Buyer is bound. This Agreement constitutes a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as such enforceability may be qualified by equitable principles and pursuant to laws enacted for the benefit of creditors.

(b) No Other Representations. The Buyer acknowledges that the Seller has not made any representation or warranty to the Buyer except as set forth herein.

4. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Buyer that:

(a) Organization and Good Standing. The Seller is a company duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation.

(b) Legal Capacity; Binding Agreement. The Seller has full legal capacity to enter into and perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by the Seller. This Agreement constitutes a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as such enforceability may be qualified by equitable principles and pursuant to laws enacted for the benefit of creditors.

(c) Intellectual Property.

(i) The Seller owns all right, title and interest in and to the Intellectual Property free and clear of any Encumbrances. No person or entity, other than the Seller, possesses any current or contingent rights to license, sell or otherwise distribute the Intellectual Property. There are no restrictions on the disclosure, use, license or transfer by the Seller or its successors of the Intellectual Property.

(ii) No registered Intellectual Property is the subject of any challenge received by the Seller. None of the Intellectual Property has been adjudged invalid or unenforceable in whole or in part and, to the knowledge of the Seller, all Intellectual Property is valid and enforceable. The use of the Intellectual Property as presently used by the Seller does not infringe the intellectual property rights of any third party.

(iii) The consummation of the transactions contemplated by this Agreement will not (A) alter, restrict, encumber, impair or extinguish any Intellectual Property rights, or (B) result in the creation of any Encumbrances with respect to the Intellectual Property.

(iv) There are no legal disputes or claims pending or, to the knowledge of the Seller, threatened alleging infringement, misappropriation or any other violation of any intellectual property rights of any third-party by the Seller with respect to the Intellectual Property.

(d) Conflicts. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) conflict with or result in a breach of any agreement, instrument, order, judgment, decree, law or governmental rule or regulation to which the Seller is subject, (ii) contravene or result in a default under any provision of the constituent documents of the Seller, or (iii) require the Seller to obtain any consent or approval of any person or entity that has not been obtained.

(e) No Other Representations. The Seller acknowledges that the Buyer has not made any representation or warranty to the Seller except as set forth herein.

5. Further Assurances.

From and after the date hereof, and when requested by the Buyer, the Seller will, without further consideration, execute and deliver all such instruments of conveyance and transfer and will take such further actions as the Buyer may reasonably deem necessary or desirable in order to transfer the Intellectual Property to the Buyer and to carry out fully the provisions and purposes of this Agreement.

6. Miscellaneous

(a) Remedies. Each of the Parties shall have all rights and remedies set forth in this Agreement and all rights and remedies such Party has under applicable law. Any Party having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

(b) Entire Agreement; Consent to Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements, documents or communications with respect thereto. This Agreement may not be amended, modified or supplemented except by a written instrument signed by each of the Parties.

(c) Successors and Assigns. All covenants and agreements contained in this Agreement by or on behalf of any of the Parties shall bind and inure to the benefit of the respective successors and assigns of the Parties whether so expressed or not.

(d) Survival of Representations and Warranties and Covenants. All representations, warranties and covenants contained herein or made in writing by any Party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

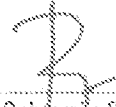
(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(f) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same document. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement.

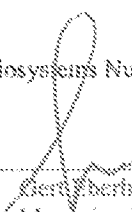
(g) Governing Law; Waiver of Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of Germany, without giving effect to any choice of law or conflict of law rules or provisions (whether of Germany or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Germany. Nothing contained herein shall be deemed to affect the right of any Party to serve process in any manner permitted by law or commence legal proceedings or otherwise proceed against any other Party in any other jurisdiction to enforce judgments obtained in any action, suit or proceeding brought pursuant to this Section.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of May 9, 2018.

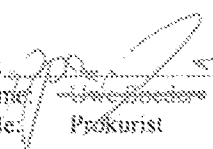
Leica Instruments Singapore Pte. Ltd.

By: 
Name: Selvaraju S
Title: VP Global Operation

Leica Biosystems Nußloch GmbH

By: 
Name: Gerd Eberhard Schaumburg
Title: Managing Director

Leica Biosystems Nußloch GmbH

By: 
Name: ~~Christoph Schwante~~ Christoph Schwante
Title: Prokurist

[Signature Page to Intellectual Property Purchase and Assignment Agreement]

Exhibit A - Intellectual Property

The Intellectual Property comprises (i) the following patents and (ii) the related non-patentable know-how required for the production of "ASP 6025".

Patents

Pat. Reference	Filing Date	Status	Publications / Patent Number	Title
A 3518	29.11.1998	GRANTED	DE 19399587301	GEWEBEPROZESSOR / Tissue Processor
A 3519	26.11.1998	GRANTED	DE 19399595119	GEWEBEPROZESSOR / Tissue Processor GEWEBEPROZESSOR / Tissue Processor GEWEBEPROZESSOR / Tissue Processor GEWEBEPROZESSOR / Tissue Processor
	26.10.1998	GRANTED	GB 2331669A	
	28.11.1998	GRANTED	JP 8807314	
	22.11.1998	GRANTED	US 7723611	
A 3657	21.08.1999	GRANTED	DN 8871816	GEWEBEPROZESSOR / Tissue Processor
A 3658	27.08.1998	GRANTED	DE 19399598701	Verfahren zum Steuern eines Gewebeprozessors und Gewebeprozessor / Method for Controlling a Tissue Processor and Tissue Processor
	31.08.1999	GRANTED	US 6639164	
A 3659	27.08.1998	GRANTED	DE 19399598701	Verfahren und Vorrichtung zum Infundieren von Gewebeproben mit Porzellan / Method and Apparatus for Infusing Tissue Samples with Porcelain
	27.08.1999	GRANTED	US 6557911	
A 3699	21.08.1999	GRANTED	CN 109529921	Verfahren zum automatisierten Bearbeiten von Gewebeproben in einem Gewebeprozessor / Method of Automatically Processing Tissue Samples in a Tissue Processor
	19.05.1999	PUBLISHED	DE 19399595571	
	26.05.1999	GRANTED	GB 2471167	
A 3705	21.08.1999	GRANTED	DE 19399598701	Verfahren zum Steuern eines Gewebeprozessors / Method for Operating a Tissue Processor
	08.07.1999	GRANTED	GB 2471691	
	02.08.1999	GRANTED	JP 5405801	
	18.08.1999	GRANTED	US 6483418	
A 3717	18.10.1999	GRANTED	DE 19399599375	Vorrichtung zum Bearbeiten von Gewebeproben / Device for Processing Tissue Samples
	24.08.1999	GRANTED	GB 2474549	
	12.08.1999	GRANTED	JP 5457987	
	12.10.1999	GRANTED	US 6793083	
A 3723	21.10.1999	GRANTED	DE 19399598049	Gewebeprozessor zum Bearbeiten von Gewebeproben / Tissue Processor for Treating Tissue Samples
	14.10.1999	GRANTED	US 6369913	
A 3726	05.11.1998	GRANTED	CN 101643684	Anzeige einer Systemzustand einer Behandlungsanordnung für mikroskopische Proben / Display of a System State of a Treatment Device for Microscopic Samples
	18.11.1998	PUBLISHED	DE 442818008105	
	15.11.1999	RECEIVED	DE 19399591197	
	18.11.1999	GRANTED	GB 2486667	
	15.11.1999	GRANTED	US 6808769	

Production know-how

The production know-how comprises in particular:

- Manuals
- Drawings etc.