

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5071015

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HANDYEM INC.	03/09/2017
RECEIVING PARTY DATA	
Name:	DX BIOTECH INC.
Street Address:	419-4810 JEAN-TALON WEST
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H4P 2N5
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15106056
Application Number:	13968744
Application Number:	62400363
CORRESPONDENCE DATA	
Fax Number:	(514)395-8554
<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>	
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ATTORNEY DOCKET NUMBER:	12801-003 / 005
NAME OF SUBMITTER:	ROBERT BROUILLETTE, REG. 31930
SIGNATURE:	/Rbrouillette/
DATE SIGNED:	07/27/2018
Total Attachments: 35	
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CONFIRMATION DE C E S S I O N

CONFIRMATION OF A S S I G N M E N T

Nous, Hugo Daoust de BDO Canada Limitée, ès qualité de syndic à la faillite pour Handyem Inc., tel qu'en fait foi l'offre d'achat du syndic en date du 30 novembre 2016 jointe à la présente, dont l'adresse postale complète est 1000, rue de la Gauchetière Ouest, Bureau 200, Montréal, QC H3B 4W5; et DX Biotech Inc., dont l'adresse postale complète est 419-4810 rue Jean-Talon Ouest, Montréal, QC H4P 2N5; confirmons par la présente que, conformément à la Facture ci-jointe No: 200-11-022967 datée du 9 mars 2017, que Handyem Inc., a cédé à DX Biotech Inc tous ses droits, titres et intérêts de propriété intellectuelle relatifs aux inventions décrites dans les demandes et brevets listés dans l'Annexe A ci-jointe, y compris et sans limitation le droit de réclamer le ou les bénéfice(s) de la Convention Internationale relative à la priorité associés à la(les) dite(s) invention(s) et tous nos droits, titres et intérêts dans et à tout brevet, enregistrement et autres droits de toute nature à être délivrés dans tout pays du monde, incluant la suite de toute continuation, continuation en partie, complémentaire ou redélivrance.

Nous consentons également sans paiement de la part du Cessionnaire autre que des débours encourus par le(s) soussigné(s), de communiquer au Cessionnaire, à ses représentants ou agents, tous faits en liaison avec ladite(les) invention(s), incluant toutes preuves pour fins d'interférence ou pour toute autre procédure, lorsque demandé; de témoigner dans toute interférence, tout litige ou toute autre procédure, lorsque demandé; et de signer et de faire parvenir, lorsque demandé, tout document légal requis pour rendre les dispositions précitées effectives; et de rendre ces dispositions opposables à tous mes/nos ayants droit, héritiers, représentants légaux, administrateurs et exécuteurs.

Nous autorisons également le cabinet BROUILLETTE LEGAL INC. à corriger des erreurs dans cette cession ou à insérer toute autre identification ou autre information nécessaire ou pertinente afin de rendre cette cession acceptable pour son inscription.


We, Hugo Daoust of BDO Canada Limited, ès quality of trustee to the bankruptcy of Handyem Inc., as appears from the invitation for offers to purchase dated November 30, 2016 attached hereto, whose full post office address is 1000, rue de la Gauchetière West, Office 200, Montreal, QC H3B 4W5; and DX Biotech Inc, whose full post office address 419-4810 rue Jean-Talon West, Montreal, QC H4P 2N5 hereby confirm that, pursuant to the Invoice no. 200-11-022967 dated March 9, 2017, that Handyem Inc. has assigned to DX Biotech Inc. all of its rights, titles and interests related to the inventions as described in the patents or patent applications listed in the Annex A enclosed herewith; including without limitation the right to claim, any and all of the benefit(s) of the International Conventions relating to priority associated with the said rights and all of the corresponding right, title and interest in and to any and all patents, trademarks, registrations and the like which may issue therefor anywhere in the world.

We further agree without any payment by said Assignee other than expenses incurred by the undersigned, to communicate to said Assignee, its representatives or agents, any facts relating to said invention(s), including evidence for interference purposes or for other proceedings, whenever requested; testify in any interference, litigation or other proceedings, whenever requested, and execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective, and likewise make these provisions binding upon my/our heirs, legal representatives, administrators and assigns.

We hereby authorize the firm of BROUILLETTE LEGAL INC. to correct errors in this assignment or to insert any further identification or other information necessary or desirable to make this assignment suitable for recordal.

SIGNÉ en présence du témoin indiqué ci-dessous /SIGNED in the presence of the witness indicated hereunder.

Ville/City: Montréal
 Province: Quebec
 Pays/Country: Canada
 ce/this 14 ième jour de/day of juin 2017.


 Hugo Daoust, pour/for BDO Canada Limitée/Limited,
 ès qualité de syndic à la faillite pour Handyem Inc.
 /ès quality of trustee to the bankruptcy of Handyem Inc.


 Témoin/Witness : _____
 Nom/Name: Gilles Auger

ANNEX A

Title	Country	Application number	Filing Date	PCT Publication number	Publication date
Method and Flow Cell for Characterizing Particles by Means of Non-Gaussian Temporal Signals	Canada	2,877,332	PCT Filing date : 12/06/2013	WO 2013/185213	19/12/2013
Chip Assembly, Flow Cell, and Flow Cytometer for Characterizing Particles	USA	15/106.056	PCT Filing date : 18/12/2013	WO 2015/089621	25/06/2015
Chip Assembly, Flow Cell, and Flow Cytometer for Characterizing Particles	Canada	To be filed	PCT Filing date : 18/12/2013	WO 2015/089621	25/06/2015
Chip Assembly, Flow Cell, and Flow Cytometer for Characterizing Particles	China	201380082059.3	PCT Filing date : 18/12/2013	WO 2015/089621	25/06/2015 Modifier
Method and Flow Cell for Characterizing Particles by Means of Non-Gaussian Temporals Signals	USA	13/968,744	15/06/2012	US 20130342837	26/12/2013
Method and Flow Cell for Characterizing Particles by Means of Non-Gaussian Temporals Signals	European Patent Office	13803810.4	PCT Filing date : 12/06/2013	WO 2013/185213	19/12/2013
Flow Cell Including a Waveguide	USA	62/400,363	27/09/2016	--	--
Method and Flow Cell for Characterizing Particles by Means of Non-Gaussian Temporals Signals	Japan	2015-516390	PCT Filing date : 12/06/2013	WO 2013/185213	JP2015519575 (A)



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BDO Canada Limitée
 1000, rue De La Gauchetière O.
 Bureau 200
 Montréal QC H3B 4W5 Canada

Montreal, March 9, 2017

Mr. Nessim Azmallag
 Company to be created
 66 Thurlow
 Hampstead (Quebec)
 H3X 3G9

SUBJECT: Handyem Inc.- In Bankruptcy
 Court No: 200-11-022967-163
 Estate No: 43-2088176

INVOICE

Lot #1	Patents	\$ 4,000.00
Lot #2	Demonstrator cytometers and accessories	<u>\$ 5,000.00</u>
		\$ 9,000.00
	GST (# 803509058RT0001) (5%)	450.00
	QST (# 1224456782TQ0001) (9.975%)	<u>897.50</u>
	TOTAL	\$ 10,347.75

This sale of assets is made by the Trustee without representation and/or warranty as to the condition and/or value of such assets, the purchaser acknowledge having examined the assets and being completely satisfied.

The purchaser of the assets shall take possession of his property as it is, where it is, at the tenderer's expense without any liability on the part of the trustee.

All taxes in connection with this sale of assets, without limitation, all federal and provincial sales taxes, all sales and transfer taxes, if required, will be paid by the purchaser of the assets, in addition to or in excess of the price of this sale, all with the full exemption of the Trustee.

There will be no adjustment whatsoever (i.e. no increase or decrease) to the price payable for the asset because of surplus or shortfall. Notwithstanding anything, no representation and/or guarantee whatsoever, whether expressed or implied, statutory, contractual or otherwise is given by the Trustee in connection with the quantity of the assets in a lot. All such representations and guarantees are expressly excluded from this sale of assets, the purchaser acknowledge having examined the quantity and the assets and being completely satisfied with them.

BDO Canada Limitée est une filiale de BDO Canada L.P. ("S.E.N.C.R.L."), une société canadienne à responsabilité limitée en nom collectif à responsabilité limitée, une membre de BDO International Limited, réseau de trust anglais, et fait partie du réseau international de sociétés membres indépendantes BDO.

BDO Canada Limited is an affiliate of BDO Canada LLP. BDO Canada LLP is a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.



MONTREAL, this 9th day of March 2017

BDO Canada Limited
In its sole capacity as Trustee of Handyem Inc.

Hugo Daoust, CPA, CA, CIRP, LIT
Vice-president and Managing Director
Designated Administrator

I acknowledge receipt of the original and agree with all the conditions listed above.

MONTREAL, this 9th day of March 2017

Nessim Azmallag
For a company to be created

Nessim Azmallag



Tél./Tel: 514 931 0841
Télééc./Fax: 514 931 9491
www.bdo.ca

BDO Canada limitée/BDO Canada Limited
1000, rue De La Gauchetière Ouest
Bureau 200
Montréal QC H3B 4W5 Canada

**INFORMATION PACKAGE
RE: INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY**

**BDO CANADA LIMITED
TRUSTEE IN BANKRUPTCY**

NOVEMBER 30, 2016

Montreal Office
1000 De La Gauchetière Street West
Montréal, QC, H3B 4W5

Telephone: (514) 931-0841
Fax: (514) 931-9491
Email: hdaoust@bdo.ca

**PATENT
REEL: 046638 FRAME: 0424**

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

INDEX OF INFORMATION PACKAGE

NOVEMBER 30, 2016

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Patents, cytometer prototypes and demos

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

1. NOTICE TO READER

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

NOTICE TO READER

BDO Canada Limited, in its capacity as the Trustee in Bankruptcy (the "Trustee") for HANDYEM INC. ("HANDYEM"), has been authorized to invite offers for the purchase of the assets of HANDYEM and, in this regard, it has prepared the accompanying Information Package (the "Information Package") to assist prospective Purchasers. This package includes information with respect to the assets available for sale.

The information contained in this Invitation for Offers package has been obtained from various sources. This package has been compiled solely for the convenience of prospective Purchasers for the purpose of assisting them in their determination of whether they wish to acquire the assets of HANDYEM.

The information is presented herein without audit or verification of any kind, the Trustee makes no expressed or implied representation or warranty with respect to its accuracy or completeness. Nothing contained in the Information Package is, or should be relied upon as, a representation as to the future prospects for the facility. The Trustee expressly advises, and the prospective Purchaser acknowledges, that the prospective Purchaser is not relying upon, and could not reasonably rely upon, this information in arriving at its decision. Each prospective Purchaser must rely upon his own inspection and investigation in order to satisfy himself as to the title, liens, encumbrances, description, fitness for purpose, quantity, condition, quality, value or any other matter or thing whatsoever.

Dated at Montreal, Quebec this 30th day of November, 2016.

BDO CANADA LIMITED
Trustee of HANDYEM INC



Hugo Daoust, CPA, CA, CIRP, LIT
Managing Director

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

2. TRUSTEE'S COMMENTS

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

TRUSTEE'S COMMENTS

BDO Canada Limited ("BDO") was appointed as Trustee in Bankruptcy for HANDYEM INC. on September 29, 2016.

HANDYEM INC. operated a company based in Québec City, in the province of Quebec, Canada. The Trustee has not continued the operations of HANDYEM.

A presentation of the cytometers products is available at section 3.

One of the co-founder of the company in charge of the R&D Department could be available to join a potential buyer.

This Invitation Package contains details and descriptions of the assets which are the subject of this Invitation for Offers, as well as the mandatory Terms and Conditions of the invitation. This Information Package may be found on the Trustee's website at <http://extranets.bdo.ca/handyem>.


We advise that all of the information contained in this Information Package is subject to the disclaimer which forms part of this Information Package.

Please note that the time for the closing of the receipt of offers for the purchase of the assets of HANDYEM is 3:00 PM, Montreal Time, on Monday, December 19, 2016.

Should the reader be interested in viewing the assets owned by HANDYEM, you must contact Hugo Daoust at (514) 934-1124 or via email at hdaoust@bdo.ca to arrange an appointment for inspection.

Dated at Montreal, Quebec, this 30th day of November, 2016.

BDO CANADA LIMITED
Trustee for HANDYEM INC.



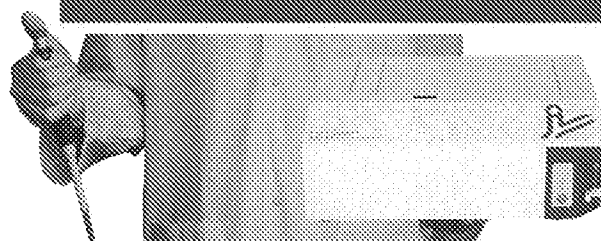
Hugo Daoust, CPA, CA, CIRP, LIT
Managing Director

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

3. INTRODUCTION TO CYTOMETERS PRODUCTS

White Paper

Flow
Cytometry
in  our Hands™



HPC Personal Cytometers

handyem

The Beginning of a New Era: New Microfluidics Technology Advances Cytometry

Abstract

The **innovative use of fiber optics in flow cytometry** ushers in a new era via a rugged, ultra-compact, lightweight platform for daily, routine flow cytometry applications. This simplified and cost-effective personal cytometry platform developed by handyem is vibration-proof and can be easily transported from laboratory to laboratory. The handyem *personal cytometry* (HPC) platform is suitable for use under a biological hood, in a glove box, or for fieldwork.

This paper describes how the use of fiber optics facilitated handyem's vision to simplify and generalize the use of flow cytometry.

Introduction : The Advent of Personal Cytometers

Flow cytometry is recognized as an especially useful technology for analyzing cells and particles. In practice, most researchers rely on core laboratories which possess state-of-the-art instruments and highly-trained staff to help plan and carry out complex experiments.

These facilities use high throughput instruments to service routine applications and normally charge a fee based on instrument cost. As a matter of fact, high-end instruments are unnecessary for applications requiring the use of one to four colors. They are also too complex for non-expert cytometrists.

In recent years, technology evolutions have enabled the miniaturization of flow cytometers. Flow cytometry specialists observed that *"technological milestones have already brought flow cytometry out of centralized core facilities while making it much more affordable and user friendly"*¹. A new breed of smaller flow cytometers made "personal cytometers" possible. These personal cytometers are commonly available nowadays and offer many benefits to traditional and less traditional flow cytometry users.

However, these new cytometers are built with the laser and free-space optical architecture from the early instruments, making them hardly portable and equally sensitive to vibrations. Moreover, such cytometers require a similar level of care and maintenance as their legacy ancestors. This is where *handyem* made a step forward with the introduction of an innovative technology platform that integrates fiber optics, providing the ruggedness and portability that was missing in flow cytometry instrumentation.

We will now describe in general terms how traditional cytometry works and explain *handyem*'s novel technology, pointing out the differences between both.

Traditional Flow Cytometers: Hydrodynamic Focusing and Free-space Optics

Conventional flow cytometers use sheath fluid to suspend and hydrodynamically focus cells or particles in a liquid stream as they pass in front of a laser light source. Traditional hydrodynamic focusing requires precise laser beam alignment, adds bulk and complexity while commanding higher running costs. In addition, the interrogation area where the excitation laser hits the cells or particles can vary with the flow rate.

¹ (Shapiro, 2004)

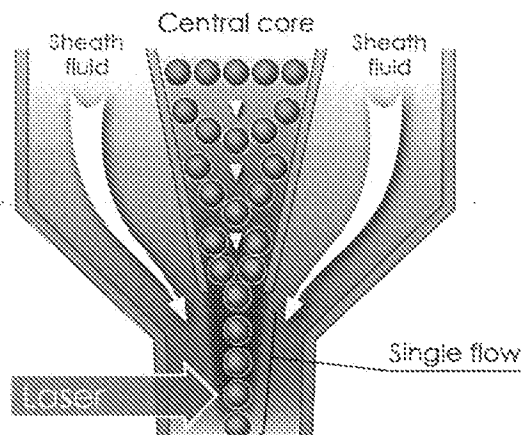


Figure 1: Hydrodynamic focusing

The critical component of a flow cytometer is the excitation laser. Its emission beam must hit a very small target (less than 20 μm) precisely and consistently to ensure that the cells or particles passing in front of it receive the same level of excitation, i.e. the same quantity of photons. Traditional flow cytometers use a combination of free space and bulk optical components such as lenses and mirrors held and aligned with precision using mechanical fixtures (Figure 2). The laser's beam alignment must be assured which increases operation complexity and prevents potential portability of the instruments.

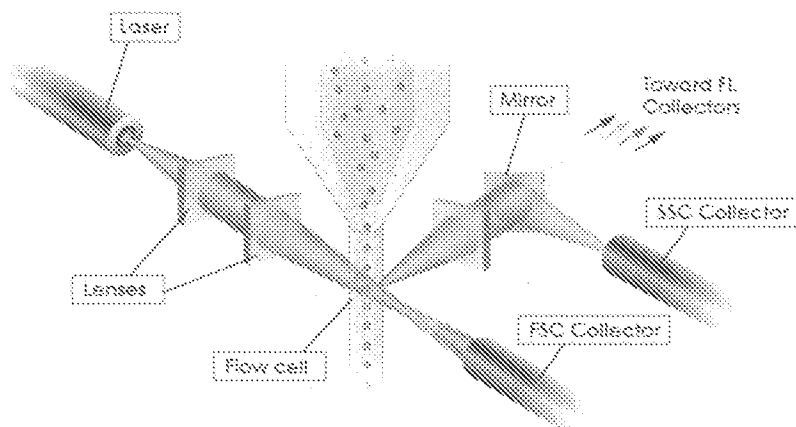


Figure 2: Optical architecture of traditional flow cytometers/free-space optics

Development of the HPC Platform

Founded in 2011 with the mission to simplify and generalize the use of cytometry, handyem's goal is to provide non-flow cytometry experts with cell- and bead-based assay capabilities.

The idea of a cytometer based on fiber optics began in 2006 at the National Optics Institute (INO), a world-class Canadian center of expertise in optics and photonics. During the development process, this research raised interest from the Canadian Space Agency (CSA). The agency was looking for an instrument to monitor the health of astronauts on the International Space Station (ISS). The outcome was INO's Microflow, the first flow cytometer to function in outer space (see sidebar).

Several patents were issued for a principle of measurement incorporating new micro-laser machining technology. INO's flow cytometry patents were acquired by handyem to develop the HPC platform; the first commercial breed of fiber-optics-based flow cytometers.

Fiber Optics Architecture: Excitation and Collection Fibers

FiberFlowFluidics™, the innovative technology at the core of the HPC platform, uses fiber optics to guide the light beam from the laser to the small interrogation area to ensure consistent excitation of the cells or particles. The beam-delivery fiber, the forward scatter (FSC) and side scatter (SSC) collection fibers are bound in a monolithic assembly (Figure 3). The resulting flow cell is unsusceptible to vibrations and cannot be misaligned which allows the HPC instruments to be moved or carried without laser beam alignment concerns or adjustments by a specialized technician – a costly and time consuming operation.

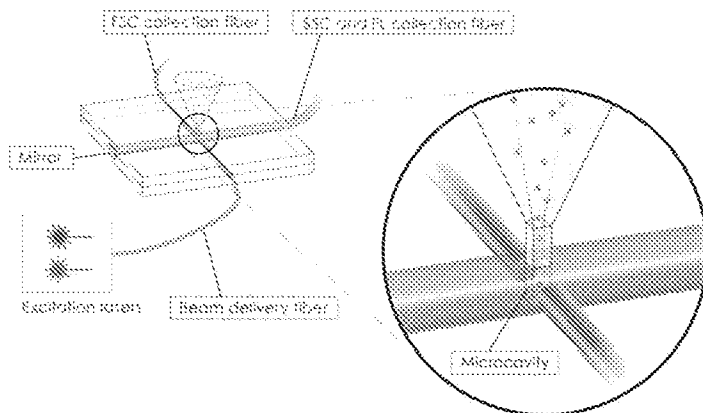
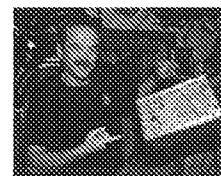


Figure 3: FiberFlowFluidics™ flow cell – monolithic fiber optics architecture

² (Dubeau-Laramée, 2013)

DOC0072v01 handyem Inc. ©2015. handyem products are protected by patents US 7,835,599 and other pending patents.



Canadian astronaut Chris Hadfield demonstrated the Microflow, a miniaturized flow cytometer, in the microgravity environment of the International Space Station. The instrument supported immunophenotyping as well as microbead-based multiplexed cytokine assays in the space environment and independently of gravity levels.²

The sample crosses the micro-cavity in the rectangular collection fiber. The excitation fiber delivers the laser light to the flow cell and acts as a spatial filter, creating a very uniform beam that strikes the micro-cavity fluid channel (Figure 4). A fiber located on the opposite side of the flow cell collects the forward scatter light (FSC), while the collection fiber transports side scatter (SSC) and fluorescent light to the detection module – an arrangement of optical filters and detectors. A broadband mirror located at the end of the collection fiber reflects the side scattered and fluorescent light to increase the detection efficiency.

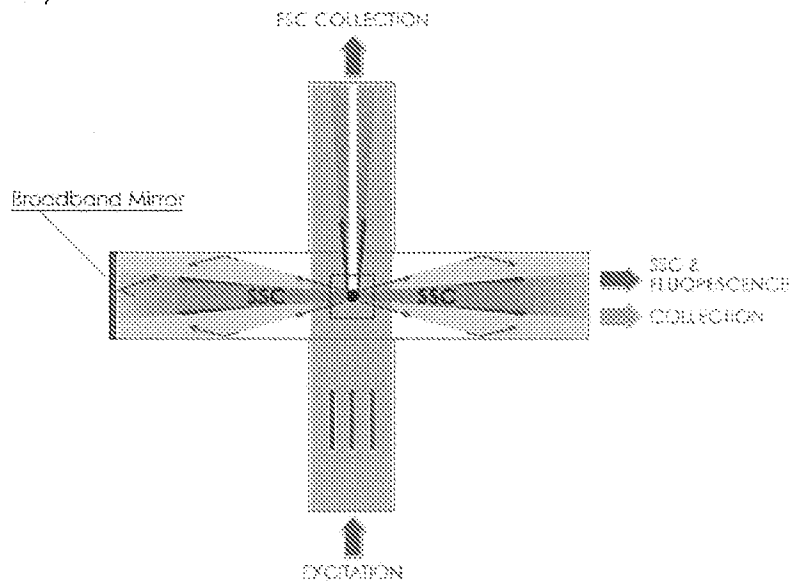


Figure 4: Light propagation in FiberFlowFluidics™ flow cell

The thickness of the collection fiber allows for a longer optical path, much larger than the cell or particle, and the generation of a larger pulse width. Unlike traditional flow cytometers, the area measurement in the HPC platform is directly proportional to the height parameter. Furthermore, the use of unique signal-processing algorithms improves the signal-to-noise ratio and sensitivity.

FiberFlowFluidics™ Allows Compact, Rugged, Micro-sheath and Sheathless instruments

Additionally, fiber optics enable ground-breaking microfluidic flow cell design that requires minimal - or no - volume of sheath fluid. Some advantages of the micro-sheath or sheathless fluidic systems include decreased instrument complexity and overall usage costs through the reduction of footprint and consumable expense (Figure 5).



In the early 1840s, Daniel Colladon and Jacques Babinet first demonstrated guiding of light by refraction, the principle that makes fiber optics possible. An optical fiber is a flexible, transparent fiber made of glass or plastic that functions as a light-transmitting conduit.³

³ (Goff, 2003)

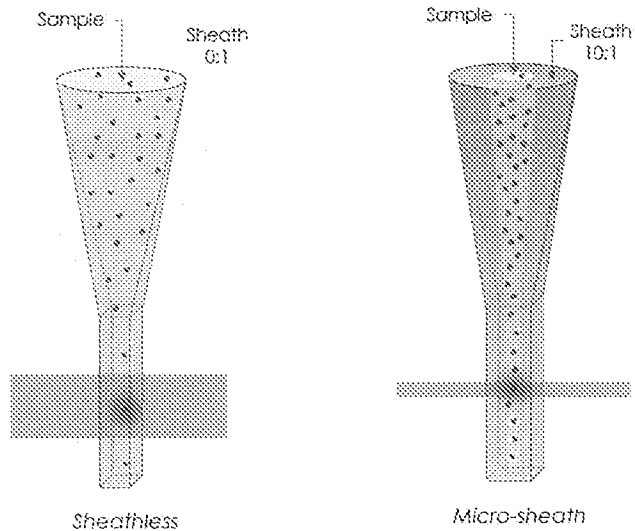


Figure 5: Micro-sheath and sheathless flow cytometry

Furthermore, the flow cell and the detection module do not need to be mechanically aligned because the light signals are routed through fiber optics; hence the complex assembly of "mirrors and lens" in typical flow cytometers is not necessary. The laser and detection modules can be positioned to optimize the instrument design and reduce overall system dimensions (Figure 6).

Sample Reuse with the HPC-Platform

The HPC-100 is the sheathless version of HPC platform. It uses a syringe pump to draw from the sample from a 1.5 mL microtube and direct it through the flow cell for cytometry measurement. The sample is temporarily stored in a small tubing loop (the buffer). The user can decide whether to recover the sample in the microtube or to send it to the waste bottle for disposal.

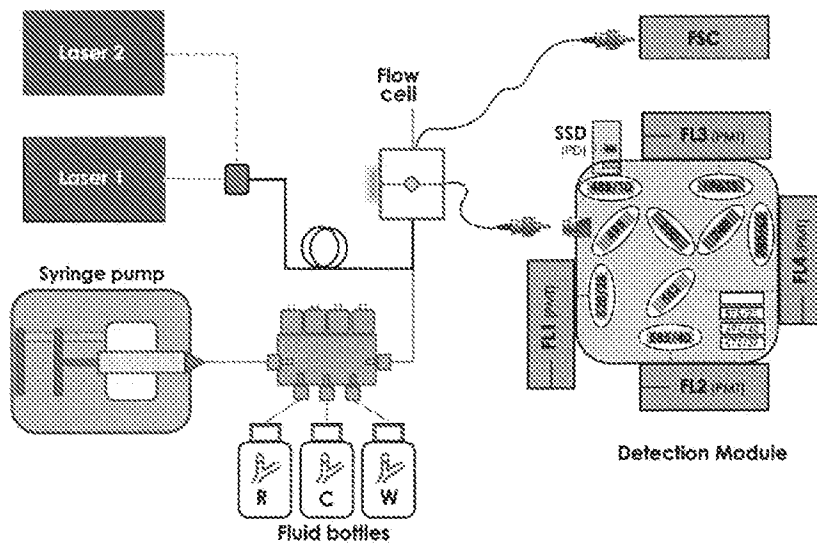


Figure 6: HPC block diagram – contribution of fiber optics to compactness

In contrast with bulk free-space optical components used by conventional cytometers, the FiberFlowFluidics™ technology integrates compact and flexible fiber optics which enables small packaging (Figure 7).

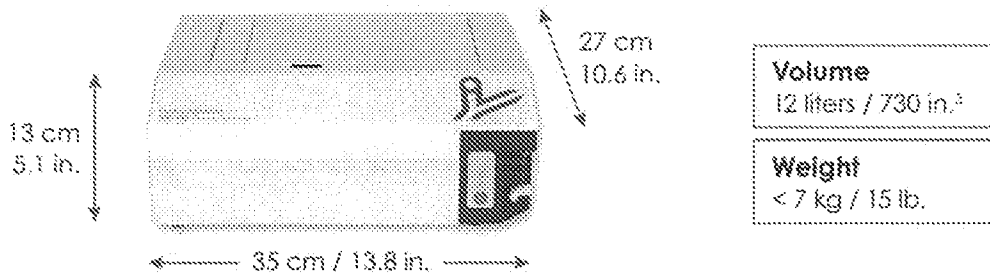


Figure 7: Ultra-compact and portable HPC instruments

Broad Dynamic Range and PMT Voltage Adjustment

The detection module includes an arrangement of filters and dichroic mirrors and photomultiplier tubes. The signals from the photomultiplier tubes (PMT) of the fluorescence channels are amplified and filtered before digitization. The highly sensitive electronic circuitry provides a dynamic range with more than six orders of magnitude. This allows to see the big picture in a flash without the hassle of gain or threshold adjustment. Optimization of the PMT voltages provides additional flexibility to avoid saturation or to increase the signal-to-noise ratio (SNR). The benefit: faster time to visualize measured data.

Acquisition Software Stores Data in FCS Files for Easy Export

The HPC instrument operation is controlled by Cytodyem™ Light data acquisition software. Its easy-to-use graphical user interface allows the user to scan samples, display up to 6 scatter plots and histograms, set gates, zoom and store the data in standard FCS file format (see sidebar). It also provides routine and microfluidics maintenance functions such as cleaning, rinsing, decontamination and many others.

FCS file format

The Flow Cytometry Standard (FCS) is a file format supported by all flow cytometry instrument and analysis software vendors. Over the years, the standard has evolved through many revisions. FCS 3.1 is the current and most up-to-date version (introduced in 2010).⁴

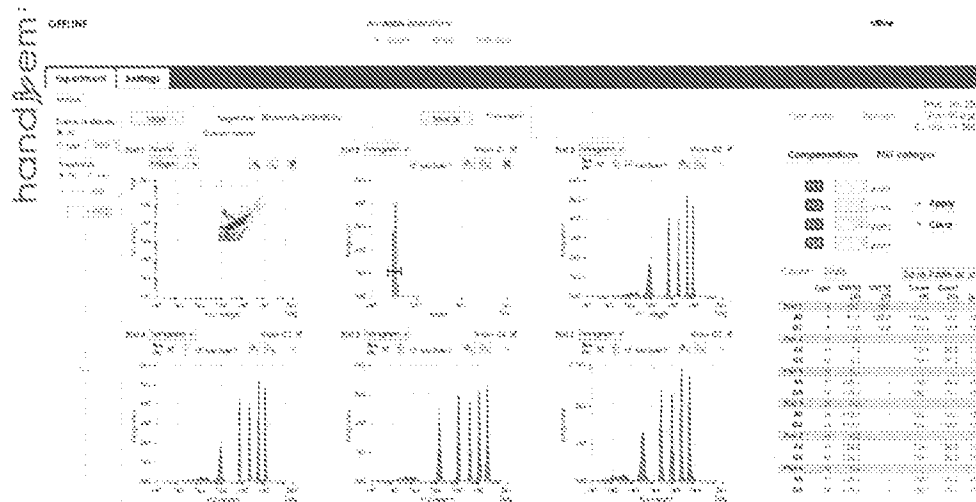


Figure 8: Screenshot from Cytodyem™ Light data acquisition software

⁴ International Society for Advancement of Cytometry (ISAC)

DOC0072v01 handyem Inc. ©2015. handyem products are protected by patents US 7,835,599 and other pending patents.

The HPC Platform in a nutshell

The HPC platform from handyem provides a performance comparable to other commercially-available personal flow cytometers. Rugged and compact, the HPC instruments can be used for a large variety of biological applications including cell counting, apoptosis, cell cycle and DNA analysis, GFP transfection along with human and animal reproduction studies. The HPC platform is vibration-proof hence absolutely portable.

The HPC instruments can be configured with one or two excitation lasers (Blue/488 nm, Green/532 nm or Red/638 nm) and up to 4 fluorescence channels for a maximum of six measurement parameters. The FiberFlowFluidics™ patented technology delivers simplicity at an affordable price, lowering the cost of ownership without any trade-off in performance.

The HPC personal cytometers are:

- Compact and lightweight
- Vibration proof and portable
- Easy-to-use
- Cost effective
- Low-maintenance
- High-performance

Summary

Recent technology evolutions have enabled the miniaturization of flow cytometers. The new breed of smaller flow cytometers made "personal cytometry" possible. However, these new cytometers are built with the same laser and free-space optical architecture, making them hardly portable and equally sensitive to vibrations. This paper showed how the introduction of an innovative technology platform that integrates fiber optics, provides the ruggedness and portability that was missing in this practice, and opens an array of new possibilities in flow cytometry.

The novel technology, named FiberFlowFluidics™, resulted in micro-sheath, ultra-compact, lightweight instruments, designed for daily use for the majority of common flow cytometry applications. The simplified and cost-effective handyem instruments are rugged and vibration-proof, and can be easily transported for use under a hood, in a glove box, in another laboratory, or for fieldwork. This new platform is a step forward in simplifying and generalizing the use of cytometry.

References

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2. Dubeau-Laramée G, Rivière C, Jean I, Mermut O, Cohen L. *Microflow1, a sheathless fiber-optic flow cytometry biomedical platform: Demonstration onboard the International Space Station*. Cytometry Part A. 2013 November; epub.
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3. David R. Goff. *Fiber Optic Video Transmission*, 1st ed. Focal Press: Woburn, Massachusetts, 2003 and other private writings.
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4. International Society for Advancement of Cytometry (ISAC)
<http://isac-nef.org/Resources-for-Cytometrists/Data-Standards/Data-File-Standards/Flow-Cytometry-Data-File-Format-Standards.aspx>

handyem

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info@handyem.com
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DOC0072v01 handyem Inc. ©2015. handyem products are protected by patents US 7,835,599 and other pending patents.

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PATENT
REEL: 046638 FRAME: 0439

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

4. ADVERTISEMENT FOR INVITATION FOR OFFERS TO PURCHASE THE ASSETS

Handyem Inc. manufactured portative cytometers, devices used in mobile diagnostic laboratories, in Quebec City, Canada.

BDO CANADA LIMITED. in its capacity as Trustee in respect of property of the above mentioned company is requesting offers for the following:

CALL FOR TENDERS

Notice is hereby given that sealed tenders clearly marked "TENDER - Handyem Inc." will be received at the office of BDO Canada Limited at 1000 de la Gauchetière Street West, Suite 200, Montréal (Québec) H3B 4W5, until December 19, 2016 at 3:00 p.m. for the en bloc purchase or in individual parcels of rights, titles or interest that the trustee might have in the following assets:

DESCRIPTION OF ASSETS
(All lots are subject to liens)

LOT #1 Patents
LOT #2 Cytometers - prototypes and demo

APPOINTMENT FOR VIEWING ASSETS

The assets can be inspected on appointment only in Quebec City, in the province of Quebec. Interested parties may obtain, on site, a detailed description of the assets and any other information with regards to the business and its operations. A detailed list, including photos, is also available on our website at <http://extranets.bdo.ca/handyem>

CONDITIONS AND INSTRUCTIONS

The tenders must be accompanied by a deposit representing 15% of the amount offered in the form of a certified cheque or banker's draft payable to BDO Canada limited. An en bloc tender must have a value attributed to each lot or sub-lot. The tenders are subject to other terms and conditions which are part of this call for tenders. It is the responsibility of each tenderer to obtain a copy of these terms and conditions.

OPENING OF TENDERS

The tenders will be opened on December 19, 2016 at 3:00 p.m. at the trustee's office. The tenderers are not invited to attend the opening of tenders.

ADDITIONAL INFORMATION

Individuals requiring additional information may communicate with Hugo Daoust at (514) 934-1124 or by email at hdaoust@bdo.ca. You can also visit the debtor's website at handyem.com.



BDO Canada Limited - Trustee
Hugo Daoust, CPA, CA, CIRP, LIT
1000 de la Gauchetière West
Suite 200
Montréal (Québec)
H3B 4W5
Telephone : (514) 931-0841
Facsimile : (514) 931-9491

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

5. TERMS AND CONDITIONS AND FORM OF OFFER

HANDYEM INC.

TERMS AND CONDITIONS OF SALE

TO: BDO Canada Limited., as Trustee in respect to the property of Handyem Inc., referred to hereinafter as the «Trustee ».

FROM :

(Name of tenderer)

(Name of contact person)

(Address)

(Town and postal code)

(Telephone number)

(fax number)

(e-mail address)

Further to the private call for tenders by the Trustee, the undersigned offers to purchase the Property described below on the following terms and conditions:

1. PROPERTY

- 1.1 The offer is for the Property that is part of the lot(s) referred to in the tender and as described in the information package and which the undersigned acknowledges having read (the "Inventory").
- 1.2 The undersigned acknowledges that the quantities indicated in the Inventory can only be substantially accurate;

2. AMOUNT

- 2.1 The tender is made for the amount indicated herein;
- 2.2 The undersigned agrees that no adjustment of the amount offered may be requested and that the quantities indicated in the Inventory may vary and are supplied as a guide only.
- 2.3 An "en bloc" tender must have a value attributed to each lot or sub-lot.

3. DEPOSIT

- 3.1 The tender shall be accompanied by a deposit representing 15% (5% for the building, if applicable) of the amount tendered in the form of a certified cheque or bank draft.

4. GUARANTEE

- 4.1 The undersigned declares having inspected the Property and relies entirely on such inspection and enquiries made. He/she acknowledges that no legal or conventional guarantee, either express or implied, is being given by the Trustee, in particular with respect to the description, state, value and quantity of the Property;
- 4.2 The undersigned confirms that he/she is purchasing the Property at his/her own risk and peril;
- 4.3 The undersigned acknowledges that the Trustee is making no representation as to the compliance of the Property with any standard whatsoever (including environmental standards) in force at any time and concerning the Property, their disposal or their utilization and renounces any claim whatsoever for non-compliance of the Property with such standard;
- 4.4 The undersigned will obtain a good and valid title to the Property, clear and discharged from all rights and interest in favor of third parties except the rights of lessors and other rights on the property in favor of third parties;

5. WITHDRAWAL, ACCEPTANCE OR REFUSAL OF TENDER

- 5.1 If the tenderer withdraws his/her tender within the period between 48 hours prior to the time set for opening the tenders until the time he/she receives notice of the results of the tenders, the tenderer's deposit shall be kept as a penalty paid by the tenderer to the Trustee;
- 5.2 Notwithstanding any indication to the contrary contained in the tender, the Trustee shall have until the expiry of the tenth working day following the opening of the tenders to accept or refuse the tender;
- 5.3 If the tender is accepted, the Trustee shall inform the undersigned in writing of such acceptance by mail, email or by fax at the location indicated in the tender;
- 5.4 If the tender is refused, the Trustee shall inform the undersigned in writing by mail and shall include with such notice the certified cheque, money order or bank draft remitted as a deposit to the Trustee;
- 5.5. The Trustee is selling the Property subject to the acceptance of the offer by the inspectors and/or the creditors and/or the Court;

6. DELIVERANCE AND TAKING POSSESSION OF PROPERTY

- 6.1 By accepting the tender, the Trustee agrees that the undersigned shall take possession of the Property;
- 6.2 Possession shall be taken at the time agreed upon with the Trustee who is to be present. It shall be recognized by the remittance of the undersigned receipt prepared by the Trustee for this purpose;
- 6.3 The undersigned shall take possession of all the Property, without exception, and if certain property contains or constitutes contaminants, waste or dangerous materials, the undersigned shall dispose of such property in compliance with any legislation or regulation relating to the transportation and disposal thereof;
- 6.4 The Trustee shall provide the undersigned access to the premises where the Property is located in accordance with the terms and conditions agreed upon with the undersigned, who shall maintain and leave the premises clean and secure;
- 6.5 If the Trustee and the undersigned so agree, the undersigned shall occupy the premises by complying with any regulation applicable to such occupation and maintain and leave them clean and secure;
- 6.6 The undersigned shall be responsible for any loss or wear and tear of the premises and the Property located in the premises as a result of his/her access or occupancy thereof;
- 6.7 Certain lots may be subject to certain conditions of acceptance and/or delivery;

- 6.8 Where applicable, the amounts offered shall be increased by any taxes, income tax, contribution and any right of any nature, inherent in or consequent upon acceptance of the purchase offer for the transfer of property, as well as the amounts of any fees and disbursements relating to the preparation and publication of an act of sale ("The Price");
- 6.9 As to the movables, the Price shall be fully paid by certified cheque or bank draft payable to the order of the Trustee prior to possession of the Property. In the case of fixed assets, the Price shall be fully paid with the signature of the deed of sale in front of a notary chosen by the Trustee, in a form and with content agreed by the Trustee, and the deed entered within thirty (30) days of the acceptance of the tender.
The Trustee may agree to reduce the price by the amount of the deposit submitted with the tender;
- 6.10 In the event the offer to purchase is accepted the sale shall be concluded without any guarantee and at the risk and peril of the undersigned;
- 6.11 Ownership of the property covered by the offer to purchase shall only be transferred to the undersigned when possession is taken;
- 6.12 The undersigned shall take possession and shall remove the Property, at his/her own expense, within five (5) days of the acceptance of the offer to purchase. If the undersigned fails to comply with this condition, he/she will be responsible to pay the occupational rent;
- 6.13 If the undersigned fails to take possession of the Property, he/she authorizes the Trustee to cancel acceptance of the offer to purchase and to keep the deposit submitted with the offer to purchase as a penalty;

7. DEFAULT

- 7.1 Failure by the undersigned to comply with one or more of his/her obligations pursuant to this tender shall require the undersigned to indemnify the Trustee for any damage he suffers or will suffer as a result of this failure without prejudice of other recourse granted by legislation to the Trustee;
- 7.2 In particular, the undersigned shall reimburse the Trustee, upon demand, for the amount of any costs incurred by the Trustee as a result of the failure of the undersigned to take possession of the property within the agreed upon time;
- 7.3 The undersigned agrees that any amount he/she must pay to the Trustee pursuant to the terms hereof shall bear interest at the rate of 15% per annum from the date such amount is due.

8. MISCELLANEOUS

- 8.1 If, for any reason whatsoever, the Trustee is unable to deliver to the undersigned the Property or a significant quantity of the Property, the Trustee may cancel acceptance of the tender, which shall then be deemed to have never occurred ;
- 8.2 As to the building, usual adjustments, if any, for taxes, insurances, rent, energy of any other reasons, are to be paid on the date of the signature of the deed of sale; Notary fees are at the buyer's expense.
- 8.3 The Trustee shall only provide the undersigned with the documents that he possesses relating to title and designation of the Property;
- 8.4 The Trustee shall not be required to accept the highest, or any, tender whatsoever, and reserves the right to dispose of the Property in any other manner whatsoever;

- 8.5 If a tender is subject to a condition, the tender shall specify the amount of the tender whether or not the condition in the tender is accepted by the trustee. If the tender only specifies one amount, this amount shall be considered as the amount of the tender whether or not the condition in the tender is accepted by the Trustee;
- 8.6 The Trustee reserves his rights to renounce compliance with one or more conditions specified in the call for tenders or in the document entitled Terms and Conditions of sale;
- 8.7 The tenderers are not invited to attend the opening of tenders that will take place on December 19, 2016 at 3:00 p.m. The results of this opening will be communicated to the tenderers after the meeting with the inspectors;
- 8.8 All of the foregoing conditions of sale form an integral part of the private call for tenders as advertised by the Trustee, and without restricting the generality of the foregoing, any person(s) effecting a tender to the Trustee pursuant to such call for tenders shall be conclusively deemed to have accepted all of the present conditions of sale. There are no other conditions of sale, expressed or implied, other than those specially submitted above;
- 8.9 The conditions of sale and any agreement executed pursuant thereto, as well as their interpretation and enforcement shall be governed by and in accordance with the laws of Quebec. Although, the conditions of sale have been written in English and French, the French version shall govern if there is any inconsistency between the two versions.

TENDER

The tenderer may indicate the price offered below.

Tenders will not be accepted unless they are sealed and clearly marked "TENDER - Handyem Inc."

Lot No.	Description	Amount of tender	Amount of deposit

Deposit of 15% (5% for the building) of the amount offered payable to the order of BDO Canada Limited, Trustee in respect of property of Handyem Inc., paid as follows:

Certified cheque Money order Bank Draft

Comments (if any)

Date

Signature of tenderer

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

6. DETAILS OF ASSETS FOR SALE

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

LOT 1 : Rights, titles or interest that the trustee might have in the following patents

Handyem Inc.
Date: September 30, 2016

Reference	Title	Country	Application number	Filing Date	PCT Publication number	Publication date	Status / Upcoming Deadline
12296-003	Method and Flow Cell for Characterizing Particles by Means of Non-Gaussian Temporal Signals	Canada	2,877,332	PCT Filing date: 12/06/2013	WO 2013/185213	19/12/2013	- Patent no. 2,877,332 issued on 13/10/2015; - Maintenance fee (4 th annuity) due on 12/06/2017
12296-004	Chip Assembly, Flow Cell, and Flow Cytometer for Characterizing Particles	USA	15/106,056	PCT Filing date: 18/12/2013	WO 2015/089621	25/06/2015	- National phase entry of PCT/CA2013/001071 filed on 17/06/2016; - Awaiting for a first office action - National phase entry of PCT/CA2013/001071 NOT FILED;
12296-005	Chip Assembly, Flow Cell and Flow Cytometer for Characterizing Particles	Canada	-	PCT Filing date: 18/12/2013	WO 2015/089621	25/06/2015	late filing (42 months): before 18/06/2017 - National phase entry of PCT/CA2013/001071 filed on 18/06/2016;
12296-006	Chip Assembly, Flow Cell, and Flow Cytometer for Characterizing Particles	China	201386082059.3	PCT Filing date: 18/12/2013	WO 2015/089621	25/06/2015 Modifier	- Request for examination to be filed on 18/12/2016 at the latest - late National phase entry of PCT/CA2013/001071 to be filed on 24/10/2016 at the latest
12296-007	Chip Assembly, Flow Cell, and Flow Cytometer for Characterizing Particles	European Patent Office	-	PCT Filing date: 18/12/2013	WO 2015/089621	25/06/2015	- Cost estimates: 12 850 CAD (including official fees, late submission fees, our fees) - Continuation patent application filed on 15/08/2013 (original patent application no. 13/524,636)
12296-013	Method and Flow Cell for Characterizing Particles by Means of Non-Gaussian Temporal Signals	USA	13/966,744	15/06/2012	US 20130342837	26/12/2013	- Patent no. 8,736,837 granted on 27/05/2014 - Maintenance fee (\$3.5 years) due on 27/11/2017

PATENT

REEL: 046638 FRAME: 0450

Handyem Inc.
Date : September 30, 2016

- National phase entry of PCT/CA2013/000565 filed on 13/01/2015.

Invoice no. 142272: 123.13 CAD (base)

- Maintenance fee (4th year) due on 31/12/2013 at the latest (originally due on 30/06/2013); \$ net profit = abandonment

- Cost estimates : 1,107.50 € (including official renewal fee and additional fee for late payment, foreign associates fees) and 300.00 CAD (our fees)

- Provisional patent application filed on 27/09/2016;

Equivalent to US provisional: 62/221,682 now expired;

Invoice no. 142223: 1115.265 (estimate US)

Waiting for a first office action.

The Examination request was paid by the Japanese associate without specific instruction. The Japanese associate followed original instructions from the law firm BCF to maintain the application in life, otherwise instructed.

Benefit has not yet received any invoice from the Japanese associate in this matter

PCT Filing date : 12/06/2013
19/12/2013
WO 2013/185213

13803810.4
European Patent Office

Method and Flow Cell for Characterizing Particles by Means of Non-Gaussian Temporals Signals

12296-014

27/09/2016

62/400,363

USA

Flow Cell Including a Waveguide

12296-015

JP2015519575 (A)

WO 2013/185213

PCT Filing date : 12/06/2013

2013-516390

Japan

Method and Flow Cell for Characterizing Particles by Means of Non-Gaussian Temporals Signals

Dossier non ouvert

INVITATION FOR OFFERS TO PURCHASE
THE ASSETS OF
HANDYEM INC.
IN BANKRUPTCY

LOT 2 : Rights, titles or interest that the trustee might have in the demos and equipment:

Qty	Description
21	Cytometers (demos and for pieces)
15	Plastic Boxes with foam for transport
4	Portable computers for cytometers
1	Lot of cables, electronic and electric products

