

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5229459

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
AGENCY FOR SCIENCE, TECHNOLOGY AND RESEARCH			09/06/2018
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ONE BIOMED PTE LTD.		
<b>Street Address:</b>	385B BUKIT TIMAH ROAD		
<b>City:</b>	SINGAPORE		
<b>State/Country:</b>	SINGAPORE		
<b>Postal Code:</b>	259730		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	9856520		
<b>Application Number:</b>	15817107		
<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>Phone:</b>	4087203401		
<b>Email:</b>	diana.schaller@wbd-us.com		
<b>Correspondent Name:</b>	LESTER J. VINCENT		
<b>Address Line 1:</b>	1841 PAGE MILL ROAD, SUITE 200		
<b>Address Line 2:</b>	WOMBLE BOND DICKENSON LLP		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	8948P093 & 8948P093D		
<b>NAME OF SUBMITTER:</b>	LESTER J. VINCENT		
<b>SIGNATURE:</b>	/LESTER J. VINCENT/		
<b>DATE SIGNED:</b>	11/08/2018		
<b>Total Attachments: 6</b>			
source=Assignment Agreement_06Sep2018#page1.tif			
source=Assignment Agreement_06Sep2018#page2.tif			
source=Assignment Agreement_06Sep2018#page3.tif			
source=Assignment Agreement_06Sep2018#page4.tif			

source=Assignment Agreement\_06Sep2018#page5.tif

source=Assignment Agreement\_06Sep2018#page6.tif

## ASSIGNMENT AGREEMENT

THIS AGREEMENT is made 6<sup>th</sup> day September of 2018. (the "Assignment Effective Date")

Between

**AGENCY FOR SCIENCE TECHNOLOGY AND RESEARCH** of 1 Fusionopolis Way, #21-10 Connexis North, Singapore 138632, Singapore ("Assignor") of the first part;

**AND**

**ONE BIOMED PTE LTD.** (Registration No. Co. Reg. No. 201536790K) having its place of business at of 385B Bukit Timah Road, Singapore 259730 ("Assignee") of the second part.

### WHEREAS:

- A. The Assignor is entitled to all rights, interests and title to the Intellectual Property (as defined below).
- B. The Assignee is desirous of acquiring the full share in all rights, interests and title to the Intellectual Property.
- C. The Assignor agrees to assign all its rights, title and interests in and to the Intellectual Property to the Assignee on the terms of this Agreement.

IN CONSIDERATION of the mutual promises and covenants contained herein it is hereby agreed as follows: -

### 1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

**"Affiliates"** means: (i) an organisation, which directly or indirectly controls either Party; or (ii) an organisation which is directly or indirectly controlled by either Party; or (iii) an organisation, which is controlled, directly or indirectly, by the ultimate parent company of either Party. The term "control" as used herein means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting security or by contract or otherwise. The term 'Affiliate' with regards to Assignor shall include ETPL and all research institutes and centres funded and managed by Assignor.

**"ETPL"** means Exploit Technologies Pte Ltd.

**PATENT**  
**REEL: 047457 FRAME: 0406**

**"Intellectual Property"** has means intellectual property rights (including patents, copyrights, designs, semiconductor layout designs) worldwide arising under statutory or common law, and whether or not perfected in the subject matter described in Schedule 1.

**"Party"** means A\*STAR or Assignee and **"Parties"** means A\*STAR and Assignee.

## 2. **ASSIGNMENT**

- 2.1. In consideration of the sum of Singapore Dollars Ten Thousand Only (S\$10,000) (the "Assignment Fee") , and subject to the terms and conditions of this Agreement, the Assignor as legal and beneficial owner hereby assigns to the Assignee, its successors, legal representatives and assigns the right, title and interest in and to the Intellectual Property (including all commercialization rights), including all patents that may issue thereof, and the inventions covered thereby, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this agreement and sale had not been made.
- 2.2 The Assignment Fee shall be paid by Assignee within thirty days from the Assignment Effective Date.
- 2.3 All payments made to A\*STAR hereunder shall exclude any goods and services tax, sale and use tax or any similar tariff, impost, duty, fees or assessments (including the amount of interest and penalties in connection therewith) or governmental charge. Payment shall be made in cleared funds to such bank account or in such other manner as A\*STAR may specify from time to time to Assignee, without any set-off, deduction or withholding.
- 2.4 If Assignee fails to make any payment due to A\*STAR, A\*STAR shall have the right to charge Assignee, in respect of any and all overdue payments, interest at the rate of three percent (3%) per annum above the annual prime lending rate of the Development Bank of Singapore from such date until said amount is paid in full to A\*STAR.

## 3. **LICENSE GRANT-BACK**

The Assignee hereby grants to the Assignor and its Affiliates, a perpetual, irrevocable, non-exclusive, royalty-free license to use the Intellectual Property solely for their internal, non-commercial use and/or internal research and development use. The Assignee shall procure that any assignee of the Intellectual Property shall continue to grant to the Assignor and its Affiliates such license specified in this Clause.

**PATENT**

**REEL: 047457 FRAME: 0407**

#### **4. PERFECTION AND RECORDALS**

- 4.1 The Assignee shall be responsible for executing and lodging all documents, and doing all acts required to effect the recordal of the transfer of the Intellectual Property and this Agreement with the relevant registries or authorities at the cost and expense of the Assignee.
- 4.2 Upon the Assignee's prior written request, the Assignor shall provide reasonable assistance to the Assignee, as appropriate, at the Assignee's cost and expense, to execute all requisite documentation reasonably required for the purpose of effecting and perfecting the transfer and recordal of the Intellectual Property pursuant to this Agreement. The Assignor shall seek the Assignee's prior approval if the Assignor is required to pay any third party any costs, fees or expenses in order to comply with its obligations to provide reasonable assistance to the Assignee under this Clause. All such costs, fees or expenses approved by the Assignee shall be promptly and fully reimbursed to the Assignor.

#### **5. RELEASE OF THE ASSIGNOR AND ITS AFFILIATES**

The Assignee hereby releases and discharges the Assignor and its Affiliates from all further and prospective liability, obligation, cost and expense in connection with the Intellectual Property. Where applicable, the Assignee shall bear all costs and expenses relating to the preparation, filing, prosecution and maintenance of any patents relating to the Intellectual Property on or after the Assignment Effective Date and where the Assignor or its agents, sub-contractors, or assigns or any the Assignor's Affiliate(s) have borne such costs and expenses with prior written approval from the Assignee on or after the Assignment Effective Date, the Assignee shall forthwith reimburse the Assignor fully such costs and expenses.

#### **6. NO WARRANTIES**

- 6.1 The Assignee hereby acknowledges that the Intellectual Property rights are assigned on an "as-is" basis.
- 6.2 The Assignor warrants that it has the full power to enter into this Agreement. Save where expressly provided otherwise in this Agreement, the Assignor and its Affiliates make no other representations, conditions or warranties, either express or implied with respect to the Intellectual Property and all other warranties or representations by the Assignor and/or its Affiliates are disclaimed to the fullest extent permitted by statute, law or otherwise. Without limiting the generality of the foregoing, no warranties or representations are provided by the Assignor on the validity of any patent applications or patents filed in relation to the Intellectual Property or that the Intellectual Property or

**PATENT**

use thereof does not infringe any valid and subsisting rights claimed by a third party.

- 6.3 Nothing in this Agreement shall be construed as an obligation by the Assignor and/ or its Affiliates to bring or prosecute or defend actions or suits by or against third parties for infringement of patents, copyrights, trade-marks, industrial designs or other intellectual property, whether in connection with the Intellectual Property or otherwise.
- 6.4 The Assignee agrees to assume all responsibility and liability for any loss, damages, costs, expenses or other claim for compensation arising from any use and/or development of the Intellectual Property, and acknowledges that the Assignor and/ or its Affiliates shall not be responsible for or be liable for the same.
- 6.5 Notwithstanding anything to the contrary, A\*STAR's total and cumulative liability under this Agreement, however arising, shall not exceed any amount that Assignee has actually paid to A\*STAR pursuant to this Agreement.

## **7. MISCELLANEOUS**

- 7.1 This Agreement shall be governed by and in accordance with the laws of Singapore and the Parties hereby submit to the non-exclusive jurisdiction of the Singapore Courts.
- 7.2 Save for the purpose of disclosing the existence of this Agreement, including the title and the identification of the Parties, no Party shall use the name, trademark or logo of any other Party or those of their Affiliates or any variation thereof, without the prior written consent of that other Party.

**AS WITNESS** the hands of the Parties hereto the day and year first above written.

SIGNED by

for and on behalf of **Agency for Science  
Technology and Research**

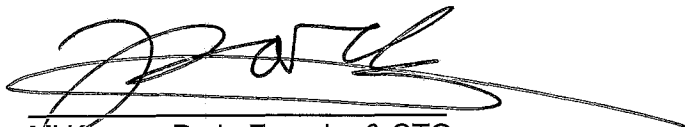
Suresh Sachi, Deputy Managing Director  
in the presence of:



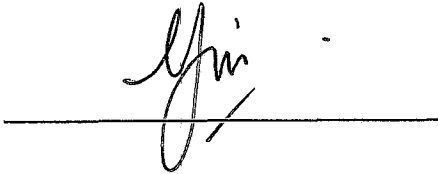
**ARIFIN VASANWALA**  
Senior Legal Counsel  
AGENCY FOR SCIENCE, TECHNOLOGY AND RESEARCH

SIGNED by

for and on behalf of  
**One Biomed Pte Ltd**



Mi-Kyoung Park, Founder & CTO  
in the presence of:



AVP, ETPL, BMS Division

**SCHEDULE 1**

	ETPL Ref. No.	Patent Application Number	Patent Title	Country	Priority Date
1	IME/P/07646/02/SG	11201504388X	Label-free Methods for isolation and analysis of Nucleic Acids on Solid Phase Device	SG	13-Dec-12
2	IME/P/07646/03/US	14/652,099	Label-free Methods for isolation and analysis of Nucleic Acids on Solid Phase Device	US	13-Dec-12
3	IME/P/07646/04/EP	13863040.5	Label-free Methods for isolation and analysis of Nucleic Acids on Solid Phase Device	EP	13-Dec-12
4	IME/P/07646/05/CN	201380072172.3	Label-free Methods for isolation and analysis of Nucleic Acids on Solid Phase Device	CN	13-Dec-12
5	IME/P/07646/06/JP	2015-547897	Label-free Methods for isolation and analysis of Nucleic Acids on Solid Phase Device	JP	13-Dec-12
6	IME/P/07646/07/KR	10-2015-7018071	Label-free Methods for isolation and analysis of Nucleic Acids on Solid Phase Device	KR	13-Dec-12
7	IME/P/07646/08/US	15/817,107	Label-free Methods for isolation and analysis of Nucleic Acids on Solid Phase Device	US	13-Dec-12