505457256 05/02/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5504059

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
NOVARTIS AG	11/26/2018
VIVACTA LIMITED	11/26/2018

### **RECEIVING PARTY DATA**

Name:	PSYROS DIAGNOSTICS LIMITED
Street Address:	41B BEACH ROAD
City:	LITTLEHAMPTON, WEST SUSSEX, ENGLAND
State/Country:	UNITED KINGDOM
Postal Code:	BN17 5JA

## **PROPERTY NUMBERS Total: 9**

Property Type	Number
Application Number:	15575670
Patent Number:	8758686
Patent Number:	8524504
Patent Number:	9638691
Patent Number:	9057723
Patent Number:	8512966
Patent Number:	8845965
Patent Number:	9068930
Patent Number:	10078079

### CORRESPONDENCE DATA

**Fax Number:** (312)876-2020

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.

**Phone:** (312) 876-1800

**Email:** adiaz@woodphillips.com

Correspondent Name: WOOD PHILLIPS KATZ CLARK & MORTIMER

Address Line 1: 500 W. MADISON STREET

Address Line 2: SUITE 1130

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: | ELK10595

NAME OF SUBMITTER:	MARK POLYAKOV
SIGNATURE:	/Mark Polyakov/
DATE SIGNED:	05/02/2019
Total Attachments: 16	
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### PATENTS ASSIGNMENT AGREEMENT

THIS PATENTS ASSIGNMENT AGREEMENT (the "Agreement") is effective as of November 26, 2018 (the "Effective Date"), by and between Novartis AG, a company organized under the laws of Switzerland and located at Lichtstrasse 35, 4056 Basel, Switzerland ("NAG"), VIVACTA LIMITED, having a registered office at 200 Frimley Business Park, Frimley, Camberley, Surrey, GU16 7SR ("Vivacta") (NAG and Vivacta collectively the "Assignor"), and Psyros Diagnostics Limited (the "Assignee"), a corporation organized under the laws of the UK with a registered office at 41b Beach Road, Littlehampton, West Sussex, England BN17 5JA United Kingdom (each referred to individually as a "Party" and together as the "Parties").

WHEREAS, the Parties have entered into an Asset Purchase Agreement as of November 26, 2018 ("APA") for the sale of certain assets and intellectual property related to the Novartis Near Patient Testing Unit;

WHEREAS, Assignor is the owner of the patents and patent applications described in Annex IV of the APA and described in more detail in Schedule A hereto ("Assigned Patents");

WHEREAS, in accordance with and subject to the APA, Assignee desires to obtain from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to the Assigned Patents;

Now, THEREFORE, the Parties agree as follows:

### 1. ASSIGNMENT OF RIGHTS

- 1.1 Assignment of Rights. For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor, as beneficial and legal owner, hereby assigns and transfers, and shall cause any other necessary person or entity to assign and transfer, to Assignee, its interest in the Assigned Patents, to hold the same unto and to the use of Assignee, its successors and assigns absolutely during the term for which any letters patent that shall be granted. Upon request by Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest of the Assigned Patents assigned hereunder, in Assignee's name and for its benefit.
- 1.2 Sublicense to Assignor. With respect to any Assigned Patents that are the subject of a patent application that is pending as of the Closing Date, Assignee acknowledges that it owns such Assigned Patent, including any invention claimed in any patent resulting from the application(s), subject to the non-exclusive license grant to Assignor under Clause 2.4 of the APA. Assignee hereby accepts the Assigned Patents subject to the license to Assignor, and Assignee grants, and affirms the grant of, a perpetual, irrevocable, non-exclusive, fully paid-up, sublicensable right and license to Assignor and its Affiliates in accordance with Clause 2.4 of the APA.

### 2. CONSIDERATION

2.1 Upfront Fee. In accordance with Clause 4.1 of the APA, Assignee shall make an upfront payment to Assignor of £1 (one British pound) on the Closing Date of the APA as

consideration for the Transferred Assets, including the Assigned Patents. Assignee shall make additional payments to Assignee as set forth in the APA.

### 3. MISCELLANEOUS

**3.1 Transfer As Is.** Except as provided for in Clause 8 of the APA or this Agreement, none of Assignor, its Affiliates or any of their respective directors, officers, employees, stockholders, partners, members, agents or representatives make any representations, or extend any warranties of any kind, either express or implied, written or oral, to Assignee or any of its Affiliates, including any representation or warranty as to the accuracy or completeness of any information regarding the Assigned Patents.

Assignee is acquiring the Assigned Patents on an "as is" basis; in this respect, Assignor makes no representation or warranty as to the patentability, validity, scope, strength, or jurisdictional coverage of any of the Assigned Patents, nor does Assignor make any representation or warranty that the practice of any invention covered by any of the Assigned Patents is free from any proprietary rights infringement or claim of infringement by any Third Party.

In accordance with Clause 8 of the APA, Assignee expressly acknowledges and agrees that it will not assert any claim against Assignor or any of its employees, agents, stockholders, Affiliates or any representatives or hold Assignor or any such persons liable for any inaccuracies, misstatements or omissions with respect to information furnished by Assignor, its Affiliates or representatives.

- 3.2 Filing Responsibility and Liability. Assignee shall be responsible for filing this Agreement with the relevant registries at its sole cost and expense, including all filing costs, notarization and external fees, such filing to occur within six (6) months of the Closing Date. Except as otherwise set forth in this Agreement or the APA, Assignor's sole obligation with regard to the transfer of the Assigned Patents will be to execute this Agreement and to assist with related formalities; provided, however, that Assignor shall provide further cooperation with respect to the execution of any documents necessary to evidence the transfers contemplated hereunder. The responsibility and expenses of preparing and filing such documents and any action required ancillary thereto shall be borne solely by Assignee. Assignee shall indemnify Assignor for, and hold it harmless against, any loss or damage, including fees, penalties or fines and Third Party claims, due to Assignee's failure to record any assignment of any Assigned Patents, unless such failure is related to any failure or delay of Assignor in performing necessary acts or to provide necessary information.
- 3.3 Covenant Not to Sue. In accordance with Clause 2.6 of the APA, Assignee acknowledges and agrees that it shall not directly or indirectly sue, assert any claim or counterclaim against or otherwise commence any action or proceeding anywhere in the world against Assignor or its Affiliates claiming or otherwise asserting infringement of any of the Assigned Patents.
- 3.4 Liability. The Parties acknowledge and agree that the limitations and exclusions of liability and disclaimers of warranty set forth in this Agreement and the APA form an essential basis of the bargain between the Parties.
- 3.5 Governing Law. This Agreement shall be governed by and construed under the Laws of England and Wales, without giving effect to the conflict of laws provision thereof. Any claim or dispute arising out of or relating to this Agreement that cannot be resolved amicably

between the Parties within sixty (60) days after the controversy has arisen shall be subject to the exclusive jurisdiction of a competent Court for the city of London, so long as it shall have subject matter jurisdiction over such claim or dispute. Each Party irrevocably agrees and consents to the jurisdiction of the courts set forth in this Section 3.4 and waives any objection it may have to the venue of such courts, including with respect to the convenience of the forum and jurisdiction.

- 3.6 Entire Agreement. This Agreement (together with the APA and any other Ancillary Agreements) constitutes the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
- 3.7 Amendment. No amendment, modification or waiver of any terms or conditions hereof shall be effective unless made in writing and signed by both Parties.
- 3.8 Assignment. This Agreement shall not be assignable by Assignee without the prior written consent of Assignor. Any attempted assignment in contravention of this Section 3.7 shall be null, void and of no effect.
- 3.9 Headings. The headings used in this Agreement are for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 3.10 Undefined Terms. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the APA.
- 3.11 Notices. All notices, consents, waivers, and other communications under this Agreement shall be given in accordance with Clause 11.4 of the APA.
- 3.12 Counterparts; Transmission by Facsimile. This Agreement may be executed in counterparts, with the same force and effect as if the parties had executed the same agreement. This Agreement may be executed and delivered electronically or by facsimile, and any such execution and delivery shall be legally binding for all legal purposes.
- 3.13 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
- 3.14 Waiver. Any waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent or other breach.
- 3.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Except where the context otherwise requires, where used, the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense (and/or). The term "including" as used herein means including the generality of any description preceeding such term.

3.16 Inconsistency or Conflict of Terms. In the event of a conflict or inconsistency between the terms of the APA and this Agreement, the APA shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

PSYROS DIAGNOSTICS LIMITED	VIVACTA LIMITED
Ву:	Ву:
Mame: 5.7055	Name:
Title: DIRECTOR	Title:
Novartis AG	Novartis AG
By:	By: af Canekalland
Name: Nicholas Finnie	Name: Melanie K. Hartin
Authorized Signatory Title:	Title: <u>Head Legal TRD</u>

Vivacta Limited
By:
Name: <u>QUANE LA AZE</u>
Title: <u>/ Fo u</u>
Novartis AG
By:

3.16 Inconsistency or Conflict of Terms. In the event of a conflict or inconsistency

between the terms of the APA and this Agreement, the APA shall prevail.

# Schedule A to the Patents Assignment Agreement

(See attached)

# SCHEDULE A TO PATENT ASSIGNMENT

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