

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6396820

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LUXCEL BIOSCIENCES LIMITED	05/01/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AGILENT TECHNOLOGIES, INC.
<b>Street Address:</b>	5301 STEVENS CREEK BLVD, 1A-PB
<b>City:</b>	SANTA CLARA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95051
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7674626
Patent Number:	8642285
Patent Number:	8093055
Patent Number:	9945778
Patent Number:	8834795
Patent Number:	9188536
Patent Number:	6582930
Patent Number:	6653759
Patent Number:	9121827
<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>	408 553-3560
<b>Email:</b>	marcella.wilHITE@agilent.com
<b>Correspondent Name:</b>	MARCELLA WILHITE
<b>Address Line 1:</b>	5301 STEVENS CREEK BLVD, 1A-PB
<b>Address Line 2:</b>	1A-PB
<b>Address Line 4:</b>	SANTA CLARA, CALIFORNIA 95051
<b>ATTORNEY DOCKET NUMBER:</b>	MULTIPLE
<b>NAME OF SUBMITTER:</b>	MARCELLA WILHITE

PATENT

<b>SIGNATURE:</b>	/Marcella Wilhite/
<b>DATE SIGNED:</b>	11/11/2020
<b>Total Attachments: 11</b> source=notarized US Luxcel patent assignment c#page1.tif source=notarized US Luxcel patent assignment c#page2.tif source=notarized US Luxcel patent assignment c#page3.tif source=notarized US Luxcel patent assignment c#page4.tif source=notarized US Luxcel patent assignment c#page5.tif source=notarized US Luxcel patent assignment c#page6.tif source=notarized US Luxcel patent assignment c#page7.tif source=notarized US Luxcel patent assignment c#page8.tif source=notarized US Luxcel patent assignment c#page9.tif source=notarized US Luxcel patent assignment c#page10.tif source=notarized US Luxcel patent assignment c#page11.tif	

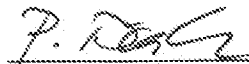
AGILENT TECHNOLOGIES, INC.

Assistant Secretary's Certificate

I, P. Diana Chiu, certify that I am the Vice President, Assistant General Counsel and Assistant Secretary of Agilent Technologies, Inc., a Delaware Corporation (the "Company"), and that I have been duly elected and am presently serving in such capacity in accordance with the Bylaws of the Company. I hereby further certify, in my capacity as the Assistant Secretary of the Company, that:

- Attached hereto as **Exhibit A** is a true and correct executed copy of the Assignment of Ownership for **Luxcel Biosciences Limited**, with Agilent Technologies, Inc. effective as of **May 1, 2018**.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 5 day of December 2019.



NAME: P. Diana Chiu  
TITLE: Vice President, Assistant General  
Counsel and Assistant Secretary

\*\*\*\*\*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

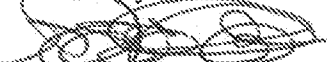
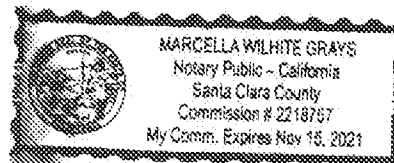
) ss

COUNTY OF Santa Clara )

On **December 5, 2019** before me, Marcella Wilhite Grays, Notary Public, personally appeared **P. Diana Chiu**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that **he/she/they** executed the same in **his/her/their** authorized capacity (ies), and that by **his/her/their** signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

  
Signature of Notary Public

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of May 1, 2018 at 1:00AM US PT (the "Effective Date"), is entered into by and between Luxcel Biosciences Limited, a private company limited by shares incorporated under the laws of Ireland ("Assignor"), and Agilent Technologies, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, Assignee and its affiliates intend to carry out a global restructuring and integration of the business operations of Assignor, a wholly owned subsidiary of Assignee (the "Restructuring"); in part, through the consolidation of Assignor's operations in Assignee and certain of its subsidiaries;

WHEREAS, the Restructuring is intended to, among other benefits, optimize corporate structure, improve operational efficiency and lower management costs; and

WHEREAS, in furtherance of the Restructuring, Assignor desires to assign and transfer to Assignee and Assignee desires to receive, in exchange for consideration, all right, title and interest to any and all intellectual property and other assets set forth on Schedule A (the "Luxcel IP") owned, acquired or licensed by Assignor as well as all right, title and interest to certain related licenses.

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

Section 1. Assignment of the Luxcel IP and Licenses; Purchase Price; Purchase Price True-Up.

(a) Assignor does hereby assign, sell, transfer, convey, and deliver to Assignee, and Assignee does hereby accept, assume and receive, TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever, all of Assignor's right, title and interest in and to all Luxcel IP, including but not limited to the following:

(i) the Intellectual Property (as defined on Schedule A), together with all of the goodwill associated with any of the foregoing and that portion to which such intellectual property pertain;

(ii) all the license agreements and other contracts as set forth on Schedule B attached hereto (each an "Assigned License" and, collectively, the "Assigned Licenses");

(iii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including but not limited to all rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as "moral rights"; *provided that*, to the extent such moral rights are not assignable, Assignor hereby absolutely and irrevocably waives, in favor of Assignee, any and all

claims Assignor may now or hereafter have in any jurisdiction to all such moral rights in relation to the Luxcel IP;

(iv) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(v) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(b) In consideration for the sale by Assignor to Assignee of the Luxcel IP and the Assigned Licenses, Assignee hereby:

(i) agrees to execute and deliver, within ninety (90) days of the Effective Date, a note for the benefit of Assignor with a principal amount equal to [REDACTED] the "Note"); and

(ii) assumes all obligations and liabilities of Assignor relating to and under the Luxcel IP and each Assigned License (collectively, the "Assumed Obligations," and the value of the Assumed Obligations, together with the principal amount of the Note, the "Purchase Price").

(c) Upon delivery of the Note, Assignee's obligation with regard to the Purchase Price shall be deemed to be fully satisfied.

(d) The parties hereto agree that the Purchase Price shall be determined based on a valuation analysis conducted by an independent valuation analysis firm acceptable to both parties.

(e) The Parties agree that the payment of the Purchase Price for the Luxcel IP and the Assigned Licenses is intended to reflect a value-for-value exchange. If upon completion of a final calculation of the quantity and value of the Luxcel IP and the value of the Assigned Licenses the Parties determine that the Purchase Price does not reflect the value of the Luxcel IP and the Assigned Licenses on the Effective Date, the Parties agree to increase or decrease the Purchase Price paid to the Assignor to ensure that the Purchase Price reflects the value of the Luxcel IP and the Assigned Licenses on the Effective Date; provided, however, that such adjustment to the Purchase Price shall occur within ninety (90) days of the Effective Date.

(f) All sums or other consideration set out in this Agreement, or otherwise payable or provided by any party to any other party pursuant to this Agreement, shall be deemed to be exclusive of any VAT which is chargeable on the supply or supplies for which such sums or other consideration (or any part thereof) are, or are deemed to be, the whole or part of the consideration for VAT purposes. An amount equal to such VAT shall in each case be paid by the party making such payment, in addition to such payment, on receipt of a valid VAT invoice. "VAT" for these purposes means value-added tax as provided for in and appropriately charged in accordance with the Value-Added Tax Consolidation Act 2010 and legislation (whether

delegated or otherwise) supplemental thereto or in any primary or subordinate legislation promulgated by the European Union and any tax similar or equivalent to value added tax imposed by any country other than Ireland and any similar or turnover tax replacing or introduced in addition to any of the same.

Section 2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee as of the Effective Date as follows:

(a) *Organization and Standing.* Assignor is a corporation duly incorporated, validly existing, and in good standing under the laws of Ireland.

(b) *Authority; Due Execution; Validity.* The execution, delivery and performance of this Agreement have been duly authorized by all necessary company action on the part of Assignor and this Agreement has been duly executed and delivered by Assignor. This Agreement constitutes a valid and binding obligation of Assignor enforceable in accordance with its terms.

Section 3. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor as of the Effective Date as follows:

(a) *Organization and Standing.* Assignee is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Delaware, United States.

(b) *Authority; Due Execution; Validity.* The execution, delivery and performance of this Agreement have been duly authorized by all necessary company action on the part of Assignee and this Agreement has been duly executed and delivered by Assignee. This Agreement constitutes a valid and binding obligation of Assignee enforceable in accordance with its terms.

Section 4. Additional Actions and Further Assurances. Without limiting Section 2, each Party will execute and deliver, or cause to be executed and delivered, such documents and instruments, reasonably satisfactory to the other Party, as may be reasonably necessary or desirable to carry out or implement any provision of this Agreement and will take all reasonable actions designed to vest in Assignee ownership of the Luxcel IP and rights under the Assigned Licenses. In addition, each Party will provide, from time to time, such additional information and assistance as the other Party may reasonably require to carry out the terms of this Agreement.

Section 5. Miscellaneous.

(a) This Agreement, together with the schedules and exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may not be amended or modified in any respect or to any extent whatsoever, except by an instrument in writing, executed by each of the Parties.

(b) This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

(c) Nothing in this Agreement, express or implied, is intended to or will confer upon any person, other than the Parties and their respective successors and assigns, any legal or equitable

right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and no person will be deemed a third-party beneficiary under or by reason of this Agreement.

(d) In the event that any of the provisions contained herein will be invalid or unenforceable, then the remaining provisions will be construed as if such invalid or unenforceable provisions were not contained herein.

(e) Each of the Parties will pay its own expenses and costs incurred or to be incurred in negotiating, closing and executing the transactions contemplated by this Agreement.

(f) The laws of the State of Delaware (without giving effect to its conflicts of law principles) govern this Agreement and all matters arising out of or relating to this Agreement and any of the Transactions, including its negotiation, execution, validity, interpretation, construction, performance, and enforcement.

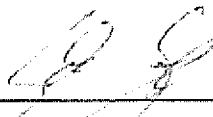
(g) The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which, collectively, constitute only one agreement. The signatures of all Parties need not appear on the same counterpart. The delivery of an executed counterpart by facsimile or email, in "portable document format" (".pdf") form, or by any other electronic means, or by a combination of such means, is as effective as signing and delivering this Agreement in person.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed by their respective duly authorized representatives with effect as of the Effective Date.

**ASSIGNOR:**

**LUXCEL BIOSCIENCES LIMITED**

By:  \_\_\_\_\_

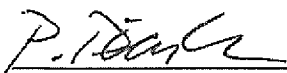
Name: Edmund Enright

Title: Director



**ASSIGNEE:**

**AGILENT TECHNOLOGIES, INC.**

By: 

Name: P. Diana Chiu

Title: Vice President, Assistant General Counsel  
and Assistant Secretary

## Schedule A

### Luxcel IP

"Luxcel IP" means any Intellectual Property and any Derivatives owned by Assignor, alone or jointly with others, or licensed to Assignor. For purposes of this Agreement, "Intellectual Property" means any and all intellectual property rights and all rights associated therewith, throughout the world, including (i) all patents and applications therefor (and all reissues, reexaminations, divisions, renewals, extensions, restorations, provisionals, continuations and continuations-in-part thereof, and abandoned applications and lapsed patents that could be revived or reinstated); (ii) all inventions (whether patentable or not), invention disclosures, improvements; (iii) all trade secrets, proprietary information, know how, technology, technical data, proprietary processes and formulae, algorithms, specifications, customer lists and supplier lists; (iv) all industrial designs and any registrations and applications therefor; (v) all trade names, logos, slogans, taglines, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, other designations of origin or quality, and any and all goodwill associated with and symbolized by the foregoing items; (vi) all Internet domain name registrations, Internet and World Wide Web URLs or addresses, social media accounts, and online advertising accounts; (vii) all copyrights, copyright registrations and applications therefor, expressions and works of authorship, visual artists rights, and all other rights corresponding thereto; (viii) all moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing, and (ix) all tangible embodiments of the foregoing. For purposes of this Agreement, "Derivatives" shall mean work product, programs, applications, and process technology which contain, embody or are derived from Intellectual Property.

Without limiting the generality of the foregoing, the Luxcel IP shall include all of the items set forth below:

#### **Patents and Patent Applications**

<b>Title</b>	<b>Country</b>	<b>App./Patent Number</b>	<b>Filing/Issue Date</b>
L004			
An oxygen sensitive probe and method for measuring oxygen uptake			
An oxygen sensitive probe	US	11/218,585 7,674,626	3/5/2004 3/9/2010
An oxygen sensitive probe			
An oxygen sensitive probe			
An oxygen sensitive probe			
An oxygen sensitive probe			3/5/2004
L005	US	11/918,319 8,642,285	4/10/2006 4/2/2014
Assessment of biological or chemical samples			
Assessment of biological or chemical samples			
Assessment of biological or chemical samples			
Assessment of biological or chemical samples			

Title	Country	App./Patent Number	Filing/Issue Date
Assessment of biological or chemical samples			
L006 Calibration Card For Photoluminescent Oxygen Sensor	US	12/633,110 8,093,055	12/8/2009 10/01/2012
L008 Device and method for rapid assay of multiple biological samples for oxygen consumption			
Device and method for rapid assay of multiple biological samples for oxygen consumption			
Device and method for rapid assay of multiple biological samples for oxygen consumption			
L009 Dry Laminated Photoluminescent Probe and Method of Manufacture and Use			
Dry Laminated Photoluminescent Probe and Method of Manufacture and Use			
Dry Laminated Photoluminescent Probe and Method of Manufacture and Use			
L010 Dual purpose solid state photoluminescent target-analyte sensitive material operable as a probe for sensing target analyte concentration and as a cell culture scaffolding from which differences in cell microenvironment can be mapped			
An oxygen sensitive material and use thereof to sense oxygen in three-dimensional spaces			
L011 Individually and flexibly deployable target-analyte sensitive particulate probes and method of making and using			
Individually and flexibly deployable target-analyte sensitive particulate probes and method of making and using			
Individually and flexibly deployable target-analyte sensitive particulate probes and method of making and using	US	14/649,011 9,945,778	12/5/2012 04/17/2018
L012 Thermoduric Plate			
Thermoduric Plate			
Thermoduric Plate			
Thermoduric Plate			
Thermoduric Plate			
Thermoduric Plate			
Thermoduric Plate			
L015 Optochemical sensor active element, method of its	US	13/131,937 8,834,795	12/11/2008 16/9/2014

Title	Country	App./Patent Number	Filing/Issue Date
preparation and use			
Optochemical sensor active element, method of its preparation and use			
Optochemical sensor active element, method of its preparation and use			
L016			
Photoluminescent Analyte Partial Volume Probe Set			
Photoluminescent Analyte Partial Volume Probe Set			
Photoluminescent Analyte Partial Volume Probe Set			
L017			
Photoluminescent Oxygen Probe with Reduce Cross Sensitivity to Humidity			
Photoluminescent Oxygen Probe with Reduce Cross Sensitivity to Humidity			
L018	US	13/521,253	1/27/2010
Photoluminescent pressure probe		9188536	11/17/2015
Photoluminescent pressure probe			
Photoluminescent pressure probe			
L019			
Tool and Method for Validating Operational Performance of a Photoluminescent Based Analytical Instrument			
Tool and Method for Validating Operational Performance of a Photoluminescent Based Analytical Instrument			
Tool and Method for Validating Operational Performance of a Photoluminescent Based Analytical Instrument			
Tool and Method for Validating Operational Performance of a Photoluminescent Based Analytical Instrument			
L020ART			
Porphyrin compounds, their conjugates and assay methods based on the use of said conjugates			
Porphyrin compounds, their conjugates and assay methods based on the use of said conjugates	US	09/807,866	10/27/1999
Porphyrin compounds, their conjugates and assay methods based on the use of said conjugates		6,582,930	06/24/2003
Porphyrin compounds, their conjugates and assay methods based on the use of said conjugates			
Porphyrin compounds, their conjugates and assay methods based on the use of said conjugates			
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L021URA	US	10/034,923	4/28/2000
Luminescent 4-trifluoromethyl 1-2 quinolones with long wave UV absorption and the use thereof		6,653,759	10/21/2003
Luminescent 4-trifluoromethyl 1-2 quinolones with long			

