

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6553726

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSET SALE AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ENIGMA DIAGNOSTICS LIMITED		07/28/2017
RECEIVING PARTY DATA		
Name:	EWAN JAMES LTD.	
Street Address:	SUITE 6, MILL MALL, WICKHAMS CAY1	
Internal Address:	PO BOX 3085, ROAD TOWN	
City:	TORTOLA	
State/Country:	VIRGIN ISLANDS, BRITISH	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	8071337	
Patent Number:	8609375	
Patent Number:	8802031	
Patent Number:	8372353	
Patent Number:	9138748	
Patent Number:	9550600	
CORRESPONDENCE DATA		
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<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:	051875	
NAME OF SUBMITTER:	REBECCA L. ENDSLEY, PARALEGAL	
SIGNATURE:	/Rebecca L. Endsley/	
DATE SIGNED:	02/16/2021	

Total Attachments: 24

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Dated

28th July

2017

(1) ENIGMA DIAGNOSTICS LIMITED (IN LIQUIDATION)

and

**(2) KATHERINE MERRY AS LIQUIDATOR OF ENIGMA DIAGNOSTICS
LIMITED (IN LIQUIDATION)**

and

(3) EWAN JAMES LTD

Asset Sale Agreement

~~BARKER GOTELEE~~
• SOLICITORS •

41 Barrack Square

Martlesham Heath

Ipswich

Suffolk

IP5 3RF

Ref: 89525-1/CMR

PATENT
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THIS AGREEMENT is dated

28th July

2017

BETWEEN

- (1) **ENIGMA DIAGNOSTICS LIMITED** (in Liquidation) incorporated and registered in England and Wales with company number 05114005 whose registered office is at Salisbury House, Station Road, Cambridge, Cambridgeshire CB1 2LA acting by the Liquidator (the **Seller**);
- (2) **KATHERINE MERRY** as Liquidator of **ENIGMA DIAGNOSTICS LIMITED** (in Liquidation) of PEM, Salisbury House, Station Road, Cambridge, Cambridgeshire CB1 2LA (the **Liquidator**); and
- (3) **EWAN JAMES LTD** a BVI Business Company incorporated in the British Virgin Islands with BVI company 1750834 (the **Buyer**).

BACKGROUND

- (A) The Liquidator was appointed as liquidator of the Seller on 3rd March 2017 by resolutions of the members and creditors of the Seller passed at meetings held on 3rd March 2017.
- (B) The Seller has agreed to sell and the Buyer has agreed to purchase such right, title and interest (if any) as the Seller has in the IPR, on the terms and conditions of this agreement.
- (C) The Liquidator has entered into this agreement solely for the purpose of obtaining the benefit of the provisions in her favour and shall incur no personal liability of any kind under or in connection with this agreement.

IT IS HEREBY AGREED

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement unless the context otherwise requires.

Bank: Barclays Bank PLC.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Completion: the completion of the sale and purchase of the IPR pursuant to

and in accordance with clause 4.

Completion Date: the date of this agreement.

Encumbrance: any mortgage, charge (fixed or floating), pledge, lien, hypothecation, trust or other third party right or interest (legal or equitable) including any assignment by way of security or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement or retention of title arrangement) having similar effect.

Excluded Assets: the property, rights and assets set out in clause 2.2 as being excluded from the sale and purchase under this agreement.

HMRC: HM Revenue & Customs.

Interest Rate: interest at a rate of 1% per annum above the base lending rate from time to time of the Bank.

IPR: the patents as set out in Appendix A and the trademarks as set out in Appendix B, the service marks, business names, domain names, goodwill, design rights, rights in computer software used by the Seller in each case if any and whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of such rights.

Liquidator's Solicitors: Barker Gotelee Solicitors of 41 Barrack Square, Martlesham Heath, Suffolk IP5 3RF.

Purchase Price: the consideration payable by the Buyer to the Seller under clause 3.

ROT Assets: all assets in the possession of the Seller at Completion that are or become subject to an ROT Claim.

ROT Claim: a claim made by a supplier of goods (or a person deriving title from such a supplier) delivered into the possession of the Buyer for the return of those goods, or for the payment of damages for wrongful interference with them, conversion of them or trespass to them, in each case on the basis that title to them had not

passed to the Seller before such delivery.

Third Party Assets: all assets in the possession of the Seller that are on loan, subject to lease, hire purchase, conditional sale, rental, contract hire or other agreements that do not pass title to the Seller, or of which it is for any reason bailee.

Transaction: the transaction contemplated by this agreement or any part of that transaction.

VAT: value added tax chargeable under VATA 1994 or any similar replacement or additional tax deemed payable

VATA 1994: Value Added Tax Act 1994.

- 1.2 Clause headings do not affect the interpretation of this agreement.
- 1.3 A reference to a clause is a reference to a clause of this agreement.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated.
- 1.6 Unless the context otherwise requires:
 - 1.6.1 words in the singular include the plural and in the plural include the singular; and
 - 1.6.2 a reference to one gender includes a reference to the other gender.
- 1.7 Words and expressions defined for the purposes of or in connection with any statutory provisions shall, where the context so requires, be construed as having the same meanings in this agreement.
- 1.8 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation that it amends or re-enacts and subordinate legislation for the time being in force made under it.
- 1.9 **Writing or written** excludes faxes and email.

- 1.10 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.11 Any obligation in this agreement on the Buyer not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 Any obligation in this agreement on the Buyer to do something includes an obligation to do that thing at the Buyer's own cost and expense.
- 1.13 **Other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.14 A reference to a **claim** includes any claim, demand, action or proceeding of any kind, actual or contingent.
- 1.15 A reference to a **loss** includes any loss, damage, cost, charge, penalty, fee or expense.
- 1.16 A reference to **representatives** includes partners, agents, employees, sub-contractors and any other person acting on behalf of and with the authority of a party.
- 1.17 References to any English legal terms, for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates to the English legal term in that jurisdiction.
- 1.18 References to times of the day are, unless the context requires otherwise, to London time and references to a day are to a period of 24 hours running from midnight on the previous day.

2. Agreement to Sell and Buy

- 2.1 Subject to the terms of this agreement, the Seller shall sell and the Buyer shall purchase such right, title and interest (if any) as the Seller has and can transfer in the IPR at Completion for the Purchase Price on the Completion Date.
- 2.2 For the avoidance of doubt and without limitation, the following items are not included in the sale under this agreement:
- 2.2.1 any machinery, stock inventory or other physical assets of the Seller;
 - 2.2.2 any Third Party Assets;
 - 2.2.3 any ROT Assets;

- 2.2.4 any cash in hand or at the bank;
- 2.2.5 any real property owned, leased or used by the Seller;
- 2.2.6 all policies of insurance and assurance and any actual or potential claim under such policies or similar contracts or in damages against any third party;
- 2.2.7 the benefit of any actual or potential claim, or right to make a claim, against any person (other than claims under the manufacturers' or suppliers' warranties included in the Assets in respect of any matter occurring or defect arising after Completion) including the proceeds of any litigation;
- 2.2.8 debtors;
- 2.2.9 the servers used by the Seller; and
- 2.2.10 any other property, rights or assets of the Seller that are not listed in clause 2.1.

3. Purchase Price

- 3.1 The consideration for the sale and purchase of the IPR shall be [REDACTED], (**Purchase Price**).
- 3.2 The Purchase Price (after deducting the deposit of [REDACTED] that has already been paid) shall be paid in full, and without set-off, counterclaim or abatement whatsoever, in cash at Completion by the Buyer to the Liquidator's Solicitors' Client Account or in such other manner as the Liquidator may direct.
- 3.3 The Seller confirms that the Liquidator or the Liquidator's Solicitors may give a good receipt for all payments to the Seller.

4. Payment and Completion

- 4.1 Completion shall take place immediately after the execution of this agreement:
 - 4.1.1 at the offices of the Liquidator's Solicitors; or
 - 4.1.2 at such other place as the Liquidator may direct.
- 4.2 At Completion, the Buyer shall:
 - 4.2.1 pay the Purchase Price,;

- 4.2.2 execute all documents delivered by the Seller that require execution by the Buyer;
 - 4.2.3 make such arrangements as it sees fit for collecting any of the IPR;
 - 4.2.4 deliver to the Seller a certified copy of the resolution adopted by the board of directors of the Buyer authorising the execution and delivery by the officers specified in the resolution of this agreement, and any other documents referred to in this agreement as being required to be delivered by it.
- 4.3 At Completion, subject to the Buyer having complied with clause 4.2, the Seller shall deliver, or procure delivery to the Buyer or make available to the Buyer:
- 4.3.1 physical possession of all the IPR to which title is capable of passing by delivery, at their then current locations;
 - 4.3.2 subject to the terms of clause 6 and clause 7, physical possession of any ROT Assets and Third Party Assets, at their then current locations, of which the Liquidator agrees to pass physical possession under clause 6 or clause 7.
- 4.4 Without limitation of any other provision of this agreement, from Completion, the Buyer shall do all things necessary to ensure compliance with all legal requirements as to possession, ownership or use of any of the IPR, including obtaining all necessary licences, consents, certificates, permits and other authorisations.
- 4.5 The Buyer shall fully indemnify the Seller and the Liquidator from and against all claims and losses that may be brought against or incurred by the Seller or the Liquidator in respect of the Buyer's failure to comply with clause 4.4.

5. Passing of Risk

The IPR shall be at the sole risk of the Buyer upon the exchange of this agreement.

6. Third Party Assets

- 6.1 The Buyer acknowledges that some of the IPR may belong to persons other than the Seller and that such IPR are not the subject of any sale under this agreement.
- 6.2 Where possession is given to the Buyer of any Third Party Assets, the Buyer shall:
- 6.2.1 hold the Third Party Assets as bailee;
 - 6.2.2 have no title to nor further right to possess or use any of the Third Party Assets;

- 6.2.3 not hold itself out as owner of any of the Third Party Assets;
 - 6.2.4 at its own expense, maintain the Third Party Assets in as good condition as they were in at the time of Completion (subject to normal wear and tear);
 - 6.2.5 not sell, charge or otherwise encumber or dispose of any of the Third Party Assets; and
 - 6.2.6 allow the Liquidator, the Seller, the owners of the Third Party Assets and their respective representatives to have access to the Third Party Assets at any reasonable time to enable them to inspect, remove or otherwise deal with them.
- 6.3 The Buyer shall use all reasonable endeavours to obtain the consent of the owners of the Third Party Assets to the Buyer's continued possession, use or purchase of them. Neither the Liquidator nor the Seller shall object to or hinder any arrangements that the Buyer may wish to make in this respect provided that the Buyer shall not make any such arrangement with the owner or person entitled to such assets unless such arrangements include waivers in full of any claim that the owner may have against the Liquidator (whether for conversion, trespass to goods or on any other account), and of any claim made as an expense of the liquidation for the payment of any monies in respect of such Third Party Assets or their use. Subject to this and to the requirements of clause 12 the Seller shall execute such documents as the Buyer may reasonably require.
- 6.4 If the owner of any Third Party Asset refuses to sell it or otherwise make it available to the Buyer, the Buyer shall forthwith deliver up such item for collection and removal by the owner and notify the Seller of such delivery up.
- 6.5 The Buyer shall fully indemnify the Seller and the Liquidator from and against all claims and losses that may be brought against or incurred by the Seller or the Liquidator in respect of any or all of the Third Party Assets.
- 7. ROT Assets**
- 7.1 The Buyer acknowledges that some of the IPR may be ROT Assets and that such IPR are not the subject of any sale under this agreement.
- 7.2 Where possession is given to the Buyer of any ROT Assets, the Buyer shall:
- 7.2.1 hold the ROT Assets as bailee;
 - 7.2.2 have no title to nor further right to possess any of the ROT Assets;

- 7.2.3 not hold itself out as owner of any of the ROT Assets;
 - 7.2.4 not charge or otherwise encumber any of the ROT Assets;
 - 7.2.5 store, maintain and insure the ROT Assets at its own expense;
 - 7.2.6 allow the Liquidator, the Seller, the owners of the ROT Assets and their respective representatives to have access to the ROT Assets at any reasonable time, to enable them to inspect, remove or otherwise deal with them.
- 7.3 From Completion, the Buyer shall promptly inform the Liquidator and the Seller of any information received by it in respect of any ROT Claims.
- 7.4 The Buyer shall fully indemnify the Seller and the Liquidator from and against all claims and losses that may be brought against or incurred by the Seller or the Liquidator in respect of any or all of the ROT Assets.
- 7.5 Where it is established by agreement between the Liquidator and the relevant claimant or by court order that an ROT Claim in relation to an ROT Asset possession of which has passed to the Buyer is not valid and enforceable, such right, title and interest (if any) as the Seller has in the ROT Asset the subject of that ROT Claim will pass to the Buyer on the date of that agreement or court order.

8. Value Added Tax

It is intended that all amounts payable by the Buyer pursuant to this agreement shall not be subject to VAT. If an amount of VAT is deemed to be payable under this agreement by HMRC or any other regulatory body the Buyer shall in addition to the amount payable pursuant to this agreement pay to the Seller an amount equal to such VAT chargeable on the presentation by the Seller to the Buyer of a VAT invoice.

9. Liquidator's Liability and Status of Claims

- 9.1 The Liquidator acts as agent for the Seller and neither she nor her representatives shall incur any personal liability in any circumstances whatever by virtue of this agreement, nor in relation to any related matter or claim, nor in respect of any transfer, assignment or other documents made pursuant to this agreement.
- 9.2 The Liquidator has entered into this agreement in her personal capacity solely for the purpose of obtaining the benefit of the provisions in her favour.

9.3 No sums due from the Liquidator or the Seller arising directly or indirectly out of the terms of this agreement shall be charged or payable as a cost or expense of the liquidation, but shall rank (subject to that claim being allowed by law to rank as an unsecured claim) only as an unsecured claim against the Seller.

10. Exclusions

10.1 Subject to clause 10.5, all representations, warranties, conditions, guarantees and stipulations, express or implied, statutory, customary or otherwise in respect of the IPR or any of the rights, title and interests transferred or agreed to be transferred pursuant to this agreement are expressly excluded (including warranties and conditions as to title, quiet possession, merchantable or satisfactory quality, fitness for purpose and description). Except as expressly set out in this agreement, any lists contained in any schedule or annexe shall not constitute any warranty in respect of the Seller's ownership of the listed items or otherwise.

10.2 The IPR sold under this agreement are sold in their condition and locations as at the time of the making of this agreement and subject to all faults, liens, executions, distraints, Encumbrances and claims of third parties; the expense of discharging which shall be met by the Buyer. Unless otherwise required by law (and then only to that extent), the Seller and the Liquidator and each of them shall not be liable for any loss arising out of, or due to, or caused by any defect or deficiencies in any or all of the IPR.

10.3 The Buyer agrees that the terms and conditions of this agreement and the exclusions and limitations contained in it are fair and reasonable having regard to the following:

10.3.1 that this is a sale by an insolvent company in circumstances where the Liquidator's knowledge of the IPR is limited and it is usual that no representations and warranties are given by or on behalf of the Seller or the Liquidator;

10.3.2 that the Buyer has relied solely on the opinions of itself and its professional advisors concerning the IPR or any of them, their quality, condition, description, fitness and suitability for any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination, and the use it intends or proposes to put them to;

10.3.3 that the Buyer has agreed to purchase the IPR or any of them "as seen" in their present state and condition for a consideration that takes into account the risk to the Buyer represented by the parties' belief that the said exclusions and limitations are or would be recognised by the courts; and

10.3.4 that the Buyer, its representatives and advisers have been given every opportunity it or they may wish to have to examine and inspect the IPR or any of them and all relevant documents relating to them.

10.4 The Buyer acknowledges that it has not entered into this agreement in reliance upon any representations, agreements, statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by the Seller, the Liquidator or its or her representatives at any time.

10.5 Nothing in this agreement operates to limit or exclude any liability for fraud or fraudulent misrepresentation or for death or personal injury arising from negligence.

10.6 The Buyer acknowledges that if the Seller does not have title or unencumbered title to any or all of the IPR, or if the Buyer cannot exercise any right conferred or purported to be conferred on it by this agreement, this shall not be a ground or grounds for rescinding, avoiding or varying any or all of the provisions of this agreement, or for any reduction or repayment of any part of the consideration.

11. Confidentiality and Announcements

11.1 The Seller and the Liquidator undertake to the Buyer to keep confidential all the information that they have acquired about the Buyer and to use such information only for the purposes contemplated by this agreement.

11.2 The Buyer undertakes to the Seller and the Liquidator to keep confidential the terms of this agreement and all information that it has acquired about the Seller and to use the information only for the purposes contemplated by this agreement.

11.3 Either party may disclose any information that it is otherwise required to keep confidential under this clause 11:

11.3.1 to such professional advisers, consultants and employees or officers of it and, in the case of the Seller and the Liquidator, the Liquidator's firm, employees and agents, as are reasonably necessary to advise on this agreement, or to facilitate the Transaction, provided that the disclosing party procures that the people to whom the information is disclosed keep it confidential as if they were that party;

11.3.2 with the written consent of the Liquidator and the Buyer; or

11.3.3 to the extent that the disclosure:

11.3.3.1 is required in connection with the liquidation of the Seller; or

11.3.3.2 is required by law or regulation; or

11.3.3.3 is required by a regulatory body, tax authority or securities exchange or (in the case of a disclosure by the Seller or the Liquidator) is required in the Liquidator's opinion to enable her to comply with any applicable requirements of insolvency practice or disclosure requirement to which she is subject (whether as a matter of law, practice or professional conduct);

but shall use reasonable endeavours to consult the Liquidator (in the case of a disclosure on the part of the Buyer) or the Buyer (in the case of a disclosure on the part of the Seller or the Liquidator) and shall take into account any reasonable requests it may have in relation to the disclosure before making it.

11.4 Other than as permitted by this agreement or required by law, no announcement, circular or other publicity in connection with the subject matter of this agreement shall be made by or on behalf of the Seller, the Liquidator or the Buyer without the approval of the Liquidator and the Buyer (such approval not to be unreasonably withheld or delayed).

12. Further Assurance

12.1 For three months following Completion, the Seller and the Liquidator (provided she is, at the relevant time, the liquidator of the Seller) shall (at the Buyer's expense) execute and deliver all such documents, and do whatever the Buyer may from time to time reasonably require for the purpose of vesting such right, title and interest (if any) as the Seller has in the IPR or any of them, provided that the terms of any such documents and the terms on which any such things are performed:

12.1.1 shall exclude the personal liability of the Liquidator;

12.1.2 shall be no more onerous to the Seller and the Liquidator than the terms of this agreement;

12.1.3 shall be subject to the Liquidator's prior approval, which shall not be unreasonably withheld or delayed.

12.2 Pending the execution of any documents and things in accordance with clause 12.1 as are required in order to pass legal title to the Buyer, the Seller shall hold any legal interest in the relevant IPR on trust for the Buyer but without any legal responsibility for them and, in particular, neither the Seller nor the Liquidator shall be obliged to maintain any registrations or otherwise protect the IPR.

13. Assignment

The Buyer may not assign or grant any Encumbrance over or deal in any way with any of its rights under this agreement or any document referred to in it.

14. Whole Agreement

This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

15. Variation

15.1 A variation of this agreement shall be in writing and signed by or on behalf of each party.

15.2 Any waiver by or on behalf of the Seller or the Liquidator of any right under this agreement is only effective if it is in writing and signed by the Liquidator on behalf of the Sellers or the Liquidator on her own behalf. It applies only in the circumstances for which it is given and shall not prevent the Seller or the Liquidator from subsequently relying on the provision so waived.

15.3 No failure by the Seller or the Liquidator to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part.

15.4 No single or partial exercise by the Seller or the Liquidator of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy.

15.5 Unless specifically provided otherwise, the rights of the Seller and the Liquidator arising under this agreement are cumulative and do not exclude rights provided by law.

16. Costs

Unless otherwise provided, all costs and expenses in connection with the negotiation, preparation, execution and performance of this agreement, and any documents referred to in it, shall be borne by the party that incurred the costs.

17. Notice

17.1 A notice given under this agreement:

17.1.1 shall be in writing in the English language (or be accompanied by a properly prepared translation into English);

17.1.2 shall be sent for the attention of the person, and to the address given in this clause 17 (or such other address as the relevant party may notify to the party); and

17.1.3 shall be:

17.1.3.1 delivered personally;

17.1.3.2 delivered by commercial courier;

17.1.3.3 sent by prepaid first-class post or recorded delivery; or

17.1.3.4 (if the notice is served by post outside the country from which it is sent) sent by registered airmail.

17.2 The addresses for service of notice are:

17.2.1 Seller and Liquidator

Address: PEM, Salisbury House, Station Road, Cambridge, Cambridgeshire
CB1 2LA

For the attention of: Katherine Merry

17.2.2 Buyer

Address: Suite 6, Mill Mall, P.O.Box 3085, Wickhams Cay1, Road Town Tortola,
British Virgin Islands

For the attention of: The directors of Ewan James Ltd

17.3 No communication from the Buyer shall be effective until it is received by the Liquidator. Any other notice shall be deemed to have been received:

17.3.1 if delivered personally, at the time of delivery;

17.3.2 if delivered by commercial courier, at the time of signature of the courier's receipt;

17.3.3 if sent by prepaid first class post, recorded delivery or registered post, 48 hours from the date of posting;

17.3.4 if sent by registered airmail, five days from the date of posting; or

17.3.5 if deemed receipt under the previous paragraphs of this clause 17.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a Business Day), when business next starts in the place of receipt.

17.4 To prove service by the Seller or the Liquidator on the Buyer, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

17.5 A notice under this agreement shall not be valid if sent by fax or email.

18. Interest on Late Payment

18.1 Where a sum is required to be paid by the Buyer under this agreement but is not paid before or on the date the parties agreed, the Buyer shall also pay interest on that sum at the Interest Rate for the period beginning with that date and ending with the date the sum is paid (and the period shall continue after as well as before judgment). Interest shall accrue on a daily basis and be compounded quarterly.

18.2 Notwithstanding clause 18.1, the Seller may in the alternative claim interest at its discretion under the Late Payment of Commercial Debts (Interest) Act 1998.

19. Severance

19.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. Contra Proferentem

The parties acknowledge and agree that this agreement has been negotiated and drafted by all of the parties to it and that it is intended to benefit all of the parties equally. Accordingly, the rule of construction known as "contra proferentem" shall not apply.

21. Agreement Survives Completion

21.1 Subject to clause 21.2, this agreement (other than obligations that have already been fully performed) remains in full force after Completion.

- 21.2 All obligations of the Seller and the Liquidator under this agreement shall (without prejudice to any antecedent breach) automatically determine three months after the Completion Date other than those obligations (if any) that are expressed or contemplated to continue thereafter, which obligations shall subsist until they have been performed or otherwise discharged.

22. Third Party Rights

- 22.1 The Liquidator's representatives may enforce and rely on clause 9 to the same extent as if they were a party to this agreement.
- 22.2 Subject to clause 22.1, this agreement and the documents referred to in it are made for the benefit of the parties to them and their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.
- 22.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person not a party to this agreement.

23. Successors

Subject to clause 13, the rights and obligations of the parties shall continue for the benefit of, and shall be binding on, their respective successors and permitted assigns.

24. Counterparts

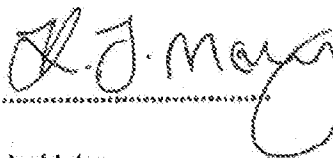
This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

25. Governing Law and Jurisdiction

- 25.1 This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 25.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).

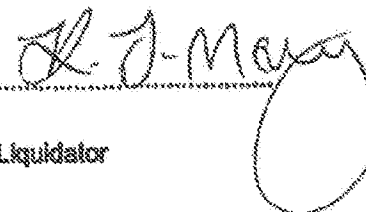
This agreement has been entered into on the date stated at the beginning of it.

Signed by KATHERINE MERRY AS
LIQUIDATOR for and on behalf of ENIGMA
DIAGNOSTICS LIMITED (In Liquidation) as
its agent and without personal liability



Liquidator

Signed by KATHERINE MERRY AS
LIQUIDATOR of ENIGMA DIAGNOSTICS
LIMITED (In Liquidation)



Liquidator

Signed by ROBERT CLINK for and on behalf
of EWAN JAMES LIMITED



Director

APPENDIX A – PATENT PORTFOLIO

TITLE	GRANT NO. [APPLICATION NO.]	TERRITORY	PRIORITY DATE	STATUS
Method For Detecting Viable Cells In A Sample By Using A Virus	[2597835]	Canada	16/02/2005	Application
Method For Detecting Viable Cells In A Sample By Using A Virus	ZL200680012458.2	China	16/02/2005	Granted
Method For Detecting Viable Cells In A Sample By Using A Virus	1851325	Europe	16/02/2005	Granted
Method For Detecting Viable Cells In A Sample By Using A Virus	1851325	France	16/02/2005	Granted
Method For Detecting Viable Cells In A Sample By Using A Virus	1851325	Germany	16/02/2005	Granted
Method For Detecting Viable Cells In A Sample By Using A Virus	1851325	Great Britain	16/02/2005	Granted
Method For Detecting Viable Cells In A Sample By Using A Virus	1851325	Italy	16/02/2005	Granted
Method For Detecting Viable Cells In A Sample By Using A Virus	4903722	Japan	16/02/2005	Granted
Method For Detecting Viable Cells In A Sample By Using A Virus	1851325	Switzerland	16/02/2005	Granted
Method For Detecting Viable Cells In A Sample By Using A Virus	8071337	US	16/02/2005	Granted
Method For Detecting Viable Cells In A Sample By Using A Virus	8609375	US	16/02/2005	Granted
Liquid Dispensing Device With A Cap And A Diaphragm	[06779281.2]	Europe	05/09/2005	Application
Liquid Dispensing Device With A Cap And A Diaphragm	2444672B	Great Britain	05/09/2005	Granted
Liquid Dispensing Device With A Cap And A Diaphragm	4965572B2	Japan	05/09/2005	Granted

Liquid Dispensing Device With A Cap And A Diaphragm	8802031	US	05/09/2005	Granted
Reaction Vessel Comprising Conductive Layer And Inner Non-metallic Layer	2008258464B2	Australia	03/08/2007	Granted
Reaction Vessel Comprising Conductive Layer And Inner Non-metallic Layer	[2694837]	Canada	03/08/2007	Application
Reaction Vessel Comprising Conductive Layer And Inner Non-metallic Layer	101855017B	China	03/08/2007	Granted
Reaction Vessel Comprising Conductive Layer And Inner Non-metallic Layer	274773	India	03/08/2007	Granted
Reaction Vessel Comprising Conductive Layer And Inner Non-metallic Layer	5324573B2	Japan	03/08/2007	Granted
Reaction Vessel Comprising Conductive Layer And Inner Non-metallic Layer	148000-A	Malaysia	03/08/2007	Granted
Reaction Vessel Comprising Conductive Layer And Inner Non-metallic Layer	158617	Singapore	03/08/2007	Granted
Reaction Vessel Comprising Conductive Layer And Inner Non-metallic Layer	2185284	Great Britain	03/08/2007	Granted
Reaction Vessel Comprising Conductive Layer And Inner Non-metallic Layer	2185284	Switzerland	03/08/2007	Granted
Reaction Vessel Comprising Conductive Layer And Inner Non-metallic Layer	9138748	US	03/08/2007	Granted
Sample Processor	2008285458B2	Australia	03/08/2007	Granted
Sample Processor	[20082694803]	Canada	03/08/2007	Application
Sample Processor	101855558B	China	03/08/2007	Granted
Sample Processor	2179294B1	Europe	03/08/2007	Granted
Sample Processor	2179294	France	03/08/2007	Granted
Sample Processor	2179294	Germany	03/08/2007	Granted
Sample Processor	2179294	Great Britain	03/08/2007	Granted
Sample Processor	[1037/DELNP/2010]	India	03/08/2007	Application

Sample Processor	5281085B2	Japan	03/08/2007	Granted
Sample Processor	[201000510-6]	Singapore	03/08/2007	Application
Sample Processor	2179294	Switzerland	03/08/2007	Granted
Sample Processor	8372353B2	US	03/08/2007	Granted
Freeze-Dried Compositions for PCR and RT-PCR	2294222	Europe	02/07/2008	Granted
Freeze-Dried Compositions for PCR and RT-PCR	2294222	France	02/07/2008	Granted
Freeze-Dried Compositions for PCR and RT-PCR	2294222	Germany	02/07/2008	Granted
Freeze-Dried Compositions for PCR and RT-PCR	2294222	Great Britain	02/07/2008	Granted
Freeze-Dried Compositions for PCR and RT-PCR	2294222	Switzerland	02/07/2008	Granted
Vessel and Process for Production Thereof	[11749886.5]	Europe	06/08/2010	Application
Vessel and Process for Production Thereof	9550600	US	06/08/2010	Granted

APPENDIX B – TRADE MARK PORTFOLIO

MARK	TM NUMBER	CLASSES	TERRITORY	STATUS	REG. DATE (APP. DATE)
Enigma	300590571	1, 5, 7, 9, 10	Hong Kong	Granted	01/03/2006
Enigma	T06/03697D	1	Singapore	Granted	01/03/2006
Enigma	T06/03698B	5	Singapore	Granted	01/03/2006
Enigma	T06/03700H	7	Singapore	Granted	01/03/2006
Enigma	T06/03701F	9	Singapore	Granted	01/03/2006
Enigma	T06/03702D	10	Singapore	Granted	01/03/2006
Enigma	4621504	1, 5, 7, 9, 10	Europe	Granted	29/06/2006
Enigma	1101472	1, 5, 7, 9, 10	Australia	Granted	05/03/2007
Enigma	724510	1, 5, 9	South Korea	Granted	21/09/2017
Enigma	735634	10	South Korea	Granted	28/01/2008
Enigma	578358	1, 5, 7, 9, 10	Switzerland	Granted	24/10/2008
Enigma	3567763	1, 5, 7, 9, 10	US	Granted	27/01/2009
Enigma	5184434	7	China	Granted	28/03/2009
Enigma	5184435	9	China	Granted	28/03/2009
Enigma	5184433	5	China	Granted	21/06/2009
Enigma	5184432	1	China	Granted	07/08/2009
Enigma	5636245	9	China	Granted	21/08/2009
Enigma	5184436	10	China	Granted	28/04/2010
Enigma	1565510	1, 5, 7, 9, 10	Canada	Application	(06/05/2017)
Enigma	16648112	1, 5, 9, 10	China	Application	n/a
EnigmaTech	5051656	1, 5, 9, 10	Japan	Granted	01/06/2007
Enigma Minilab	3109870	1, 5, 9, 10	UK	Granted	16/10/2015
Enigma Minilab	1754112	1, 5, 9, 10	Canada	Granted	10/11/2015
Enigma Minilab	303593412	1, 5, 9, 10	Hong Kong	Granted	11/11/2015
Enigma Minilab	1298846	1, 5, 9, 10	Worldwide (AU, EU, JP)	Granted	20/11/2015
Enigma Minilab	1298846	1, 5, 9, 10	Worldwide	Application	(20/11/2015)

			(CH, CN, SG, US)		
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RECORDED: 02/16/2021

PATENT
REEL: 055312 FRAME: 0684