

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI501049

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hardev Pandha	10/19/2023
Richard Morgan	10/19/2023
RECEIVING PARTY DATA	
Company Name:	PNDS MEDICAL LTD
Street Address:	2a Connaught Avenue
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E4 7AA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8460882
CORRESPONDENCE DATA	
Fax Number:	6176079200
<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>	
Phone:	6174496512
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Correspondent Name:	Mccarter & English LLP
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ATTORNEY DOCKET NUMBER:	118160-00101
NAME OF SUBMITTER:	Robyn Lecesse
SIGNATURE:	Robyn Lecesse
DATE SIGNED:	09/17/2024
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source=Patent Assignment 19.10.23 executed#page14.tiff

DATED
19th October 2023

DEED OF ASSIGNMENT OF PATENTS

between

Hardev Pandha

and

Richard Morgan

and

PNDS Medical Ltd

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SCHEDULE

Schedule 1	Patents to be assigned for invention "Cancer Biomarker EN2 (Engrailed Transcription Factor) for Bladder and Lung Cancer	9
Schedule 2	Patents to be assigned for invention "HOX Proteins as Prostate Cancer Biomarkers (EN2)	10

This deed is dated 19th October 2023

Parties

- (1) **HARDEV PANDHA** of The Lane House, Skinners Lane, Ashtead, Surrey KT21 2NP (**Assignor 1**)
- (2) **RICHARD MORGAN** of 55 Oxted Green, Milford, Godalming GU8 5DD (**Assignor 2**)
(Assignor 1 and Assignor 2 being together the **Assignors**)
- (3) **PNDS MEDICAL LTD** incorporated and registered in England and Wales with company number 15101844 whose registered office is at 2a Connaught Avenue, London E4 7AA (**Assignee**)

BACKGROUND

- (A) Pursuant to a deed of assignment dated 30 October 2022 between The University of Surrey and the Assignors, the assignors became and continue to be the joint proprietors of the Patents (as defined in this agreement).
- (B) The Assignors have agreed to assign the Patents to the Assignee on the terms and subject to the conditions set out in this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Condition: the condition set out in clause 2.

Consideration Shares: the ordinary shares of £0.01 each in the capital of the Assignee.

Improvement: any improvement, enhancement or modification to the technology that is the subject of any of the Patents.

Patents: the patents, short particulars of which are set out in **Schedule 1** and Schedule 2.

1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.

- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 References to clauses and the Schedules are to the clauses and the Schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include any subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10 A reference to **writing** or **written** excludes fax but not email.
- 1.11 Where any statement is qualified by the expression **so far as is the Assignors are aware or to the Assignors' knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry up to the date of this Agreement.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. Conditions

- 2.1** The assignment shall be conditional upon the Assignee entering into a research and development collaboration with Advanced Material Development Limited by 30th April 2024 with the purpose of turning the photonic crystal platform into a viable colorimetric platform for the detection of biomarkers for prostate cancer and bladder cancer.

2.2 The condition set out in clause 2.1 shall be satisfied upon the Assignee notifying the Assignors that it has entered into the research and development agreement referenced in clause 2.1 and, upon request by the Assignors providing evidence of the same to the Assignors.

3. Assignment

Subject to satisfaction of the Condition and in consideration of the transfer or issue of 8,750 Consideration Shares to Assignee 1 and 8,750 Consideration Shares to Assignee 2, the Assignors hereby assign to the Assignee, absolutely with full title guarantee, all their rights, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- (a) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (b) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.
- (c) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; and
- (d) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications filed as aforesaid, whether occurring before on or after the date of this agreement.

4. Improvements

If the Assignors, or either of them, makes, devises, or discovers, or otherwise acquires rights in, any Improvement it shall, to the extent that it is not prohibited by law or by any obligation to any other person, promptly notify the Assignee in writing, giving details of the Improvement and shall, if the Assignee so requests, enter into good faith negotiations with a view to assigning its rights in the Improvement to the Assignee.

5. Warranties

The Assignors jointly and severally warrant that:

- (a) they are the sole legal and beneficial owner of the Patents and they are properly registered as the applicant or proprietor;
- (b) all application, registration and renewal fees in respect of each of the Patents have been paid;

- (c) they have not assigned or licensed any of the rights under the Patents or any such licences have expired;
- (d) each Patent is free from any security interest, option, mortgage, charge or lien ;
- (e) they are unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Patents or of anything that might render any of the Patents invalid or subject to a compulsory licence order or prevent any application in the Patents proceeding to grant;
- (f) so far as they are aware, exploitation of the Patents will not infringe the rights of any third party; and
- (g) all previous assignments of the Patents are valid and were registered within applicable time limits.

6. Indemnity

6.1 The Assignors shall jointly and severally indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses loss of profit, and all interest, penalties and reasonable legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach by the Assignor of the warranties in clause 5 above; or
- (b) the enforcement of this agreement.

6.2 At the request of the Assignee and at the Assignee's own expense, the Assignors shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

6.3 If a payment due from the Assignors under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

6.4 Nothing in this clause shall restrict or limit the Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

7. Further assurance

7.1 At Assignee's expense the Assignors shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

- (a) registration of the Assignee as applicant for, or proprietor of, the Patents; and

- (b) assisting the Assignee in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.
- 7.2 The Assignors appoint the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignors' names and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement.
- 7.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignors' obligations under this clause and the proprietary interest of the Assignee in the Patent and so long as such obligations of the Assignors remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignors, save with the consent of the Assignee.
- 7.4 Without prejudice to clause 7.2, the Assignee may at its own expense, in any way it thinks fit and in the name and on behalf of the Assignors:
 - (a) take any action that this agreement requires the Assignors to take;
 - (b) exercise any rights which this agreement gives to the Assignors; and
 - (c) appoint one or more persons to act substitute attorney(s) for the Assignors and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 7.5 The Assignors undertake to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.
- 8. Waiver**
- 8.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 8.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 9. Entire agreement**
- 9.1 This agreement constitutes the entire agreement between the parties.
- 9.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set

out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

10. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11. Severance

11.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

11.2 If any provision or part-provision of this agreement is deemed deleted under clause 11.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12. Counterparts

12.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12.2 Transmission of the executed signature page of a counterpart of this agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

12.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

13. Third party rights

13.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

13.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

14. Notices

14.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its home address (if an individual); or]
- (b) sent by email to an email address provided by the party to be served.

14.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am]on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Patents to be assigned for invention "Cancer Biomarker EN2 (Engrailed Transcription Factor) for Bladder and Lung Cancer

Patent Title	Application Number	Patent Number	Country	Status
Biomarker	AU2009332712	AU2009332712	Australia	Granted
Engrailed-2 (EN2) Biomarker For Bladder Cancer	CA2747760	CA2747760	Canada	Granted
Biomarker	IN4568/DELNP/2011	IN4568/DELNP/2011	India	Pending
Methods for Diagnosing Cancer	US13/141,787	US9624548	United States	Granted
Biomarker	JP2011541583	JP5947040	Japan	Granted
Biomarker	CN200980155785.7	CN102301006	China	Granted
Biomarker	DE09805934	DE2382327	Germany	Granted
Biomarker	GB09805934	GB2382327	United	Granted
Biomarker	ES09805934	ES2382327	Spain	Granted
Biomarker	IT09805934	IT2382327	Italy	Granted
Biomarker	FR09805934	FR2382327	France	Granted
Biomarker	CH09805934	CH2382327	Switzerland	Granted

Schedule 2 Patents to be assigned for the invention "HOX Proteins as Prostate Cancer Biomarkers (EN2)".

Patent Title	Application Number	Patent Number	Country	Status
Cancer Biomarkers	AU2007335999	AU2007335999	Australia	Granted
Biomarker for Detecting Prostate Cancer	CA2671939	CA2671939	Canada	Granted
A Kit for Diagnosing for Monitoring the Progression of Prostate Cancer	IN3770/DELNP/2009	IN304944	India	Granted
Cancer Biomarkers	US12/518708	US8460882	United States	Granted
Cancer Biomarker	JP2009542216	JP5683108	Japan	Granted
Cancer Biomarker	CN200780051417.9	CN101675341	China	Granted
Cancer Biomarker	DE07848631.3	DE2115472	Germany	Granted
Cancer Biomarker	GB07848631.3	GB2115472	United Kingdom	Granted
Cancer Biomarker	ES07848631.3	ES2115472	Spain	Granted
Cancer Biomarker	1707848631.3	IT2115472	Italy	Granted
Cancer Biomarker	FR07848631.3	FR2115472	France	Granted
Cancer Biomarker	CH07848631.3	CH2115472	Switzerland	Granted

Signed as a deed by HARDEV
PANDHA in the presence of:

Hardev Pandha
.....

Nicholas Barlatt
.....

Name of Witness: NICHOLAS BARLATT
Address of Witness: 7 SKINNERS LANE ASHTEAD KT21 2NP
Occupation of Witness: DIRECTOR of Chase managers LBG.

Signed as a deed by RICHARD
MORGAN in the presence of:

.....

.....
Name of Witness:
Address of Witness:
Occupation of Witness:

Executed as a deed by PNDS
MEDICAL LTD, acting by
DOMINY HOPE, a director, in the
presence of:

.....

Director

.....
Name of Witness:
Address of Witness:
Occupation of Witness:

Signed as a deed by HARDEV
PANDHA in the presence of:


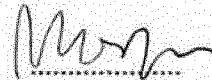
.....

.....
Name of Witness:

Address of Witness:

Occupation of Witness:

Signed as a deed by RICHARD
MORGAN in the presence of:



Name of Witness: DR. BERNADINE DOWD

Address of Witness: FLAT 34, 8 HILLSIDE NW10 8GH

Occupation of Witness: ASSOCIATE PROFESSOR IN BIOMEDICAL SCIENCE

Executed as a deed by PNDS
MEDICAL LTD, acting by
DOMINY HOPE, a director, in
the presence of:

.....
Director

.....
Name of Witness:

Address of Witness:

Occupation of Witness:

Signed as a deed by HARDEV
PANDHA in the presence of:

.....

.....
Name of Witness:

Address of Witness:

Occupation of Witness:

Signed as a deed by
RICHARD MORGAN in the
presence of:

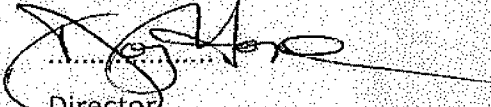
.....

.....
Name of Witness:

Address of Witness:

Occupation of Witness:

Executed as a deed by PNDS
MEDICAL LTD, acting by
DOMINY HOPE, a director, in
the presence of:


.....
Director


.....

Name of Witness: Charlotte Brown

Address of Witness: Oaklee, Cause Lane, Wornley GUR 55X

Occupation of Witness: Secretary