

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Cellumen, Inc.		08/02/2010
			COMPANY:
RECEIVING PARTY DATA			
Name:	Apredica, LLC		
Street Address:	313 Pleasant Street		
City:	Watertown		
State/Country:	MASSACHUSETTS		
Postal Code:	02472		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3343078	CELLCIPHR
CORRESPONDENCE DATA			
Fax Number:	6177448838		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	+44 1625 505117		
Email:	m.warburton@cyprotex.com		
Correspondent Name:	Apredica, LLC		
Address Line 1:	313 Pleasant Street		
Address Line 4:	Watertown, MASSACHUSETTS 02472		
NAME OF SUBMITTER:	Mark Warburton		
Signature:	/Mark Warburton/		
Date:	11/01/2012		
Total Attachments: 4 source=Cellumen CellciphTrademark Assignment#page1.tif source=Cellumen CellciphTrademark Assignment#page2.tif source=Cellumen CellciphTrademark Assignment#page3.tif source=Cellumen CellciphTrademark Assignment#page4.tif			

OP \$40.00 3343078

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is entered into as of August 2, 2010 between Cellumen, Inc., a Delaware corporation, having its principal place of business at 3180 William Pitt Way, Pittsburgh, PA 15238 ("*Assignor*"), and Apredica LLC, a Delaware limited liability company, having its principal place of business at 313 Pleasant St., Watertown, MA 02472 ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Assignor is assigning, among other things, all right, title, and interest in and to certain Intellectual Property (as defined therein), and Assignee desires to acquire all of the right, title, and interest of Assignor in, to, and under the Intellectual Property. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the exclusive owner of all right, title, and interest in and to all the Intellectual Property and other valuable Intellectual Property Rights necessary and useful for the Assignor's Business as it is currently being operated, including, without limitation, any database of compounds used in Assignor's Business and the items set forth on Schedule I, attached hereto and incorporated herein by this reference;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns, and delivers all of its right, title, and interest in and to the Intellectual Property, together with all applications and registrations, and including any common law rights and renewals, in any jurisdiction, including all rights, priorities, and privileges of Assignor provided under the laws of the United States or elsewhere in the world, now or hereinafter in effect, together with the right to sue and recover damages for future, present and past infringements of the Intellectual Property and to fully and entirely stand in the place of the Assignor in all matters related thereto.

Each of the parties hereto hereby acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

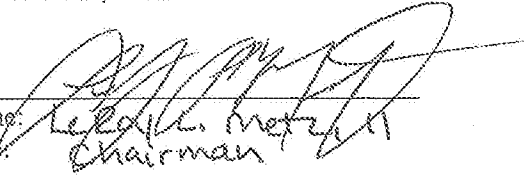
This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, fax, or other electronic transmission service shall be considered original executed counterparts for purposes of this section.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed as of the date first written above.

ASSIGNOR:

CELLUMEN, INC.

  
Name: Robert L. Metzler  
Title: Chairman

ASSIGNEE:

APREDICA LLC

\_\_\_\_\_  
Name: Douglas C. Bates  
Title: Manager

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed as of the date first written above.

ASSIGNOR:

CELLUMEN, INC.

\_\_\_\_\_  
Name:

Title:

ASSIGNEE:

APREDICA LLC



\_\_\_\_\_  
Name: Douglas C. Bates

Title: Manager

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

**TRADEMARK**  
**REEL: 004891 FRAME: 0998**

SCHEDULE 1  
to  
INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Reg. No.	Filing Date	Reg. Date
US	CELLUMEN	3,483,060	3/1/2007	8/12/2008
US	CELLCIPHR	3,343,078	3/2/2007	11/27/2007