

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	Entity Type
Lab21 Inc.		12/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pitlab Ltd		
Street Address:	184 SCIENCE PARK MILTON ROAD		
City:	CAMBRIDGE		
State/Country:	UNITED KINGDOM		
Postal Code:	CB4 0GA		
Entity Type:	English private limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3748638	SELAH TUBES	
Registration Number:	3606579	SELAH DOTS	
Registration Number:	3537891	SELAH TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2146594832		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-659-4578		
Email:	nealk@aklp.com		
Correspondent Name:	Michele P. Schwartz		
Address Line 1:	1717 Main Street		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	186758		

CH \$90.00 3748638

DOMESTIC REPRESENTATIVE

900245797

TRADEMARK

REEL: 004953 FRAME: 0950

Name: Michele P. Schwartz
Address Line 1: 1717 Main Street
Address Line 2: Suite 3700
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Michele P. Schwartz
Signature:	/Michele P. Schwartz/
Date:	02/01/2013

Total Attachments: 3
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment"), dated as of December 24 2012, is entered into between Lab21 Inc. ("Seller"), and Pitlab Ltd ("Purchaser").

A. Seller wishes to assign to Purchaser all of Seller's rights, title and interest, if any, in and to the trademarks and trademark registrations (collectively the "Trademarks"), inventions, patent applications and patents (collectively the "Patents"), for the United States and all foreign countries, and any reexamination and reissue or reissues of said Patents already granted or which may be granted on said applications, and any divisional, continuation, continuation-in-part applications claiming priority from the aforesaid applications, together with all additions thereto, substitutions therefor and modifications thereof, or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, as set forth on Schedule 1 attached hereto (the Trademarks and Patents collectively referred to as the "Property"), the goodwill symbolized and associated with the Property, and the license agreement set forth in Schedule 1 and the business assets utilizing with the intellectual property licensed thereunder (collectively with the Property, the "Assigned Assets").

B. Purchaser desires to acquire all of Seller's rights, title and interest in and to and under the Assigned Assets, and the goodwill symbolized and associated with the Property.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Assignment by Seller. Seller hereby assigns, transfers, sells, and conveys to Purchaser, free and clear of all liens, claims, charges, encumbrances, security interests and other restrictions of every kind, all of Seller's rights, title and interest in and to the Assigned Assets, together with the goodwill of the business associated with the Property, including, without limitation, all common law rights associated therewith, any future registrations that issue from applications for the Trademarks, all patents that issue from the patent applications for the Patents, and all corresponding rights that are or may be secured under the laws of the United States or any countries worldwide, now or hereafter arising or in effect, for Purchaser's own use and enjoyment, and for the use and enjoyment of Purchaser's successors and assigns and other legal representatives, as fully and entirely as same would have been held and enjoyed by Purchaser if this Assignment had not been made, together with all rights to sue for past, present and future infringement, misappropriation, unfair competition, dilution or other violations of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.
2. Acceptance and Assumption by the Purchaser. Purchaser hereby accepts the assignment of the Assigned Assets by Seller and does hereby assume and agree to discharge, observe, perform and satisfy as due the obligations under the license agreement set forth in Schedule 1.
3. Representation. Seller hereby represents to Purchaser that all amounts due in respect of patent fees and/or patent filing fees relating to the Property have been paid up to date.

4. Further Assurances. Purchaser and Seller agree to execute and deliver all such further agreements, instruments and other documents as the other party shall reasonably request to evidence more effectively the assignments and assumptions made by Purchaser and Seller under this Assignment.

5. Recording Assignment. Seller authorizes and requests the United States Commissioner of Patents and Trademarks and any official of any foreign jurisdiction whose duty it is to register trademarks or issue patents, to record Purchaser as the assignee and owner of the Property.

5. Controlling Law. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to any conflicts of law provisions.

IN WITNESS WHEREOF, each of Purchaser and Seller has caused this Assignment and Assumption Agreement to be duly executed by an authorized representative as of the day and year first above written.

LAB21 INC.

PITLAB LTD

G D Mullis
By: ~~Michael S. Bolic~~
Title: ~~President~~

G D MULLIS
CEO/DIRECTOR

G D Mullis
By: G D MULLIS
Title: CEO/DIRECTOR

SCHEDULE 1
ASSIGNED ASSETS

Property:

1. U.S. Patent Application No. 13/003,843. The "In Vitro Diagnostic Markers Comprising Carbon Nanoparticles and Kits"
2. European Patent Application No. EP 09 798 274.8. The "In Vitro Diagnostic Markers Comprising Carbon Nanoparticles and Kits"

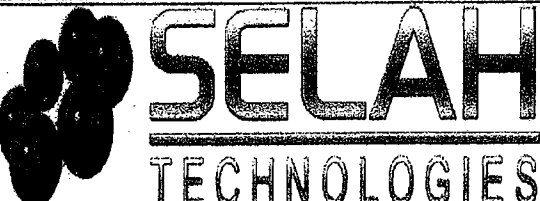
The above are jointly owned with others.

License Agreement:

License Agreement by and between Clemson University Research Foundation and Lab21 Inc. dated September 19, 2006, as amended by that certain Amendment 1 To September 19, 2006 Agreement

Trademarks and Trademark Registrations

The following trademarks are registered in the United States of America:

Reg. Number	Marks	Goods and Services
3748638	SELAH TUBES	Carbon nano tubes, namely, tubular carbon molecules for scientific research and general industrial use
3606579	SELAH DOTS	Carbon nano particles, namely, carbon nano particles that photoluminesce
3537891		Chemicals for use in industry and science

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