

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CEETOX, INC		12/31/2013	CORPORATION MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	APREDICA, LLC
<b>Street Address:</b>	Pleasant Street
<b>City:</b>	Watertown
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02472
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY MASSACHUSETTS DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word-Mark
Registration Number:	3289210	SPECIES SELECTOR
Registration Number:	3001579	CEETOX
Registration Number:	3001618	CEETOX
Registration Number:	3720140	CETOX
Registration Number:	3274631	CARDIO TOX
Registration Number:	3619037	SENCEETOX

**CORRESPONDENCE DATA**

**Fax Number:** 1625505199  
*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.*  
**Phone:** 00441625505117  
**Email:** m.warburton@cyprotex.com  
**Correspondent Name:** Mark Warburton  
**Address Line 1:** 15 Beech Lane  
**Address Line 4:** Cheshire, UNITED KINGDOM SK10 2DR

<b>NAME OF SUBMITTER:</b>	Mark Warburton
<b>SIGNATURE:</b>	/Mark Warburton/
<b>DATE SIGNED:</b>	06/17/2014

**Total Attachments: 10**  
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of December 31, 2013 (the "Effective Date"), by and among CEETOX, INC., a Michigan corporation ("Seller"), and APREDICA LLC, a Delaware limited liability company ("Buyer").

### RECITALS

WHEREAS, Buyer, Seller and Seller's Parent entered into that certain Asset Purchase Agreement dated December 3, 2013 (the "Asset Purchase Agreement"), pursuant to which, among other things, Buyer agreed to purchase from Seller, and Seller agreed to sell to Buyer, certain assets, including certain intellectual property of Seller, upon the terms and conditions set forth in the Asset Purchase Agreement (unless otherwise specified, all other capitalized terms used herein are as defined in the Asset Purchase Agreement); and

WHEREAS, in connection with the Asset Purchase Agreement, the Seller desires to transfer certain Intellectual Property Assets to Buyer;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

1. Definitions.

(a) "Assigned Domain Names" means all domain names set forth in Section 4.12(a) of the Disclosure Schedules.

(b) "Assigned Patents" means: (a) all Patents set forth in Section 4.12(a) of the Disclosure Schedules; (b) all inventions claimed or described in such Patents; (c) all divisions, renewals, reissues, continuations, extensions, and continuations-in-part of such Patents; (d) any Patents in the United States and anywhere else in the world and Patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign Patents that may claim priority based on and correspond to the Patents listed in Section 4.12(a) of the Disclosure Schedules; and (e) all rights with respect to such Patents.

(c) "Assigned Technology" means any and all portions of Technology: (a) used exclusively or held for use exclusively by the Seller; and (b) all rights with respect to such Technology.

(d) "Assigned Trademarks" means: (a) all Trademarks which are owned by Seller set forth in Section 4.12(a) of the Disclosure Schedules; (b) all goodwill associated with the business related to such Trademarks; and (c) all rights with respect to such Trademarks.

(e) "Copyrights" means: (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 *et. seq.*; (b) all registrations and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing.

(f) "Intellectual Property" means all rights in Copyrights, Patents, Trademarks, Technology and any other proprietary rights relating to intangible property anywhere in the world, and all registrations and applications related to any of the foregoing and analogous rights thereto anywhere in the world.

(g) "Patents" means: (a) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/confirmation, and certificates of invention and like statutory rights; and (b) all right in and to any of the foregoing.

(h) "Registered Intellectual Property" means Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by any governmental or quasi-governmental agency or non-governmental registrar (whether provisional, supplemental, or otherwise), anywhere in the world.

(i) "Technology" means any and all technical and business information, software, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge, know-how, trade secrets invention disclosures or other data used in the operation of the Business.

(j) "Trademarks" means: (a) trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (b) all registrations and applications to register the foregoing anywhere in the world; (c) all goodwill associated therewith; and (e) all rights in and to any of the foregoing.

## 2. Assignment and Transfer of Intellectual Property.

(a) Assigned Intellectual Property. In accordance with this Agreement, Seller hereby sells, assigns, conveys, transfers and agrees to deliver to Buyer, and Buyer hereby acquires from Seller, all right, title and interest in the United States and throughout the world of Seller in and to the following (collectively, the "Assigned Intellectual Property"):

(i) all Assigned Patents, Assigned Trademarks, Assigned Domain Names and Assigned Technology and all tangible embodiments of any of the foregoing, in any form and in any media;

(ii) the exclusive right to grant licenses and rights under and with respect to any of the Assigned Intellectual Property referenced in Section 2(a), and to sue for any

infringement occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing; and

(iii) the exclusive right to apply for and obtain statutory rights and registrations with respect to any Assigned Intellectual Property referenced in Section 2(a), including without limitation any Intellectual Property conceived, developed or reduced to practice prior to the Effective Date solely by individuals who were employees of Seller and become employees of Buyer after the Effective Date ("Transferred Employees"), in the United States and anywhere else in the world.

(b) Mandatory Laws. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Assigned Intellectual Property cannot be assigned as provided in Section 2(a) then: (i) Seller irrevocably agrees to assign and transfer, and hereby assigns and transfers, to Buyer all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to Section 2(a) to the fullest extent permissible; and (ii) Seller irrevocably agrees to grant, and hereby grants, to Buyer an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to Assigned Intellectual Property that cannot be assigned as contemplated by Section 2(a).

(c) Supplemental Document Deliveries. On the Effective Date, Seller and Buyer shall deliver to the other all of the documents and instruments to be duly executed where appropriate by the applicable party and notarized where indicated in the exhibits to this Agreement, as well as such other documents as either party or its counsel may reasonably request with respect to the Assigned Intellectual Property.

3. Technology Access. On the Effective Date, Seller shall deliver to Buyer all tangible embodiments of the Assigned Intellectual Property and all records and documentation relating thereto, including but not limited to (i) the software included in the Assigned Intellectual Property, and (ii) all files, records, notes and correspondence with respect to the prosecution, registration and maintenance of any Registered Intellectual Property.

4. Miscellaneous.

(a) Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) Notices. Any notice required to be given to Buyer or Seller under this Agreement shall be given in accordance with the notice procedures set forth in the Asset Purchase Agreement.

(c) Binding Effect and Assignment. This Agreement binds and benefits the parties and their respective successors and assigns, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the written consent of the other party which consent may be withheld in its sole and absolute discretion and any assignment or attempted assignment in violation of the foregoing shall be null and void.

(d) Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

(e) Entire Agreement. This Agreement, together with all documents related to the Asset Purchase Agreement and each of the exhibits and schedules appended hereto and thereto, constitutes the final agreement between the parties, and is the complete and exclusive statement of the parties' agreement on the matters contained herein and therein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained in this Agreement are superseded by this Agreement. In event of any conflict between (a) any provision in any document related to the Asset Purchase Agreement on the one hand, and (b) any specific provision of this Agreement, on the other hand, pertaining to the subject matter of this Agreement, the specific provisions of this Agreement shall control.

(f) Counterparts. 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 together constitute one agreement. The signatures of both parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

(g) Amendment. The parties may amend this Agreement only by a written agreement signed by each party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

(h) Waiver. The parties may waive a provision of this Agreement only by a writing signed by the party intended to be bound by the waiver. A party is not prevented from enforcing any right, remedy or condition in the party's favor because of any failure or delay in exercising any right or remedy or in requiring satisfaction of any condition, except to the extent that the party specifically waives the same in writing. A written waiver given for one matter or occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver for any other matter or occasion. Any enumeration of a party's rights and remedies in this Agreement is not intended to be exclusive, and a party's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

(i) Authority. Each of the parties represents to the other that: (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement,

(b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

(j) Construction of Agreement.

(i) Where this Agreement states that a party "will" or "shall" perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with this Agreement.

(ii) The captions, titles and headings, and table of contents, included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. When a reference is made in this Agreement to an Article or a Section, exhibit or schedule, such reference will be to an Article or Section of, or an exhibit or schedule to, this Agreement unless otherwise indicated.

(iii) This Agreement is for the sole benefit of the parties to this Agreement and does not, and is not intended to, confer any rights or remedies in favor of any Person (including any employee or stockholder of the Seller or Buyer) other than the parties signing this Agreement.

(iv) The words "including," "includes," or "include" are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as "without limitation" or "but not limited to" are used in each instance.

(v) Any reference in this Agreement to the singular includes the plural where appropriate. Any reference in this Agreement to the masculine, feminine or neuter gender includes the other genders where appropriate.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized officer on the day and year first above written.

SELLER:

CEETOX, INC.

By: 

Name: Timothy M. Mitchell

Title: President

BUYER:

APREDICA LLC

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

Name:

Title:



IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized officer on the day and year first above written.

SELLER:

CEETOX, INC.

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

Name: Timothy M. Mitchell

Title: President

BUYER:

APREDICA LLC

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

Name:

Title:

Mark Warburton  
Legal Counsel

**Schedule 4.11(a)**

**Intellectual Property**

**PATENTS**

Application Serial #	Title	Date of Application	Date Issued	Countries	Status	Expiration Date	Description
US App No. 09/586,242 EPO Serial No. 04830251.0	Toxicity Screening Method (CTOX Panel)	US: 02-Jun-06 EU: 02-Jun-06	US: 14-Feb-06 EU: 29-Oct-08	United States, Belgium, Switzerland, Germany, France, Great Britain, Italy, Netherlands, Sweden	Patent Granted. US Patent No. 6,998,249 EPO Patent No. 1,218,737	US: 2050 EU: 2050	A cell based, multi-endpoint method for predicting the <i>in vivo</i> toxicity of compounds
US App No. 11/714,526 EPO Serial No. 07752400.7	Toxicity Screening Methods (Gardic-Tox)	US: 06-Mar-07 EU: 06-Mar-07	US: 10-Nov-09 EU: 30-Nov-11	United States, Belgium, Switzerland, Germany, France, Great Britain, Italy, Netherlands, Sweden	Patent Granted. US Patent No. 7,615,367 EPO Patent No. 1,006,718 & 602007319699.1	US: 2020 EU: 2020	A cell based method for determining chemical toxicity specific to the heart
US App No. 12/991,826 EPO Serial No. 09738832.1	Method for Predicting Skin Sensitizing Activity of Compounds	US: 08-Mar-09 EU: 08-Mar-09		United States, Belgium, Switzerland, Germany, France, Great Britain, Italy, Netherlands, Sweden	US - In process		Cell based assay that uses a combination of mammalian cell models, multiple endpoint analysis, time and concentration response curves to predict whether a chemical is a sensitizer and its potency. 5315995
US App No. 12/570,992 EPO Serial No. 10171313.4	Toxicity Screening Methods (Anti-Tumor Toxicity, Met. Activation, & CTOX Improvements) Method for Predicting Respiratory Toxicity of Compounds	US: 30-Sep-09 EU: 08-Mar-07		United States, Belgium, Switzerland, Germany, France, Great Britain, Italy, Netherlands, Sweden	US - In process		Cell based approach to screening new anti-tumor drugs and determining adverse effects separate from delayed effects (e.g. killing tumors)
US App No. 12/793,525	Toxicity Screening Methods (Renal, Liver & Multiple Organ Toxicity)	US: 7-Jun-10		United States	Declared new case		Human 3D organotypic tissue model combined with a panel of biochemical assays that predicts respiratory toxicity
US App No. 13/117,553	Toxicity Screening Methods (Renal, Liver & Multiple Organ Toxicity)	US: 27-May-11		United States	No action		Cell based method for determining adverse effects specific to liver, kidney, or heart
US App No. 61/536,916	Screening Methods for Ocular Irritation and Toxicity	US: 8-Sep-11		United States	No action		Human corneal cells transfected with TRPV receptors for pain provide a means of predicting not only ocular irritation, but pain or discomfort

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**TRADEMARKS**

APP#	Country	Status	Sub-Status	App#	App Date	Reg #	Reg Date	First Use Date	Mark	Classes
353791801	United States	INACTIVE	-	78735616	18-Oct-05	3289210	4-Sep-07	30-Nov-04	SPECIES - SELECTOR	042 - Toxicological and chemical testing and analysis
35379AC01	Community Trademark	REGISTERED	ISSUED	4272654	1-Feb-05	4272654	31-Jan-06		CEETOX	
35379HQ	Japan	REGISTERED	ISSUED	2895-6111	27-Jan-05	4973873	28-Jul-06		CEETOX	
353791801	United States	REGISTERED	ISSUED	78460483	2-Aug-04	3001579	27-Sep-05	10-Nov-03	CEETOX	42 - Toxicological and chemical testing and analysis
353791802	United States	REGISTERED	ISSUED	78462273	4-Aug-04	3001648	27-Sep-05	10-Nov-03	CEETOX and Design	42 - Toxicological and chemical testing and analysis
353791803	United States	INACTIVE	ABANDONED	77079825	22-Dec-06				CEETOX	1 - Kits comprised primarily of cells and reagents for lab or research use in the nature of toxicological & chemical testing & analysis
353801801	United States	REGISTERED	ISSUED	78753448	14-Nov-05	3730140	1-Dec-09	1-Mar-09	CTOX	042 - Toxicological and chemical testing and analysis
353811801	United States	REGISTERED	ISSUED	78820425	22-Feb-06	3274631	7-Aug-07	30-Jun-05	CARDIOTOX	042 - Toxicological and chemical testing and analysis
35382CT01	Community Trademark	REGISTERED	ISSUED	8233976	25-Mar-09	8233926	28-Mar-09		SENCEETOX	
353821801	United States	REGISTERED	ISSUED	77591978	30-Sep-08	3618037	12-May-09	31-Aug-08	SENCEETOX	042 - Toxicological and chemical testing and analysis
3539CAC01	Canada	FILED	PUBLISHED	1579608	29-Mar-12				CEETOX	## - Toxicological and chemical testing and analysis

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**DOMAIN NAMES**

Domain Names	Status	Expires*
ceetox.com	Registered	7.24.2014
ceetox.asia	Registered	1.10.2013
ceetox.cn	Registered	6.10.2013
ceetox.co.uk	Registered	1.10.2013
ceetox.com.cn	Registered	6.10.2013
ceetox.com.tw	Registered	1.10.2013
ceetox.eu	Registered	1.10.2013
ceetox.fr	Registered	1.10.2013
ceetox.hk	Registered	3.10.2013
ceetox.in	Registered	1.10.2013
ceetox.net	Registered	1.10.2013
ceetox.net.cn	Registered	9.10.2013
ceetox.org	Registered	1.10.2013
ceetox.org.cn	Registered	6.10.2013
ceetox.org.uk	Registered	1.10.2013
ceetox.tw	Registered	2.10.2013
ceetox.us	Registered	1.10.2013

\*With the exception of ceetox.com, all the domain names of Seller are currently expired.

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