

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322181

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gen-Probe Life Sciences Ltd.		10/17/2013	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delta Diagnostics (UK) Ltd		
<b>Street Address:</b>	Greenheys House		
<b>Internal Address:</b>	Manchester Science Park		
<b>City:</b>	Manchester		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	M15 6JJ		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3964813	ELUCIGENE	
<b>Registration Number:</b>	3969070	QST*R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6196961410		
<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>			
<b>Phone:</b>	619-236-1551		
<b>Email:</b>	trademarks@higgslaw.com		
<b>Correspondent Name:</b>	Charles F. Reidelbach, Jr.		
<b>Address Line 1:</b>	401 West A Street, Suite 2600		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>ATTORNEY DOCKET NUMBER:</b>	110913-00001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Charles F. Reidelbach, Jr.		
<b>Address Line 1:</b>	401 West A Street, Suite 2600		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Charles F. Reidelbach, Jr.		
<b>SIGNATURE:</b>	/charlesfreidelbachjr/		

CH \$65.00 3964813

<b>DATE SIGNED:</b>	11/03/2014
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**Total Attachments: 8**

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- source=Assignment#page8.tif

DATE:

17 October

2013

**GEN-PROBE LIFE SCIENCES LTD. (1)**

**DELTA DIAGNOSTICS (UK) LTD (2)**

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**DEED OF ASSIGNMENT OF TRADE MARKS**

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**HIGGS  
&SONS**  
S O L I C I T O R S

**TRADEMARK  
REEL: 005394 FRAME: 0211**

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THIS DEED is dated 17 October 2013

## **PARTIES**

- (1) **GEN-PROBE LIFE SCIENCES LTD.** incorporated and registered in United Kingdom with company number 02722343 whose registered office is at Heron House, Oaks Business Park, Crewe Road, Wythenshawe, Manchester, M23 9HZ (**Assignor**); and
- (2) **DELTA DIAGNOSTICS (UK) LTD** incorporated and registered in United Kingdom with company number 8696299 whose registered office is at 3 Waterfront Business Park, Brierley Hill, West Midlands, DY5 1LX (**Assignee**).

## **BACKGROUND**

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

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

**Main Agreement:** an asset purchase agreement dated the same date as this agreement between the Assignor and the Assignee.

**Trade Marks:** the registered trade marks short particulars of which are set out in the Schedule (each being a **Trade Mark**).

- 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 Schedule.
- 1.4 References to clauses and the Schedule are to the clauses and the Schedule of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural 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 a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 **Writing** or **written** includes faxes but not e-mail.
- 1.9 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 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. ASSIGNMENT**

Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) 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 (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

## **3. FURTHER ASSURANCE**

- 3.1 The Assignor shall, at the cost of the Assignee, in any applicable jurisdiction, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including registration of the Assignee as applicant or registered proprietor of the Trade Marks and any other interest in the 'Elucigene' and 'QST\*R' names.
- 3.2 The Assignor shall, in any relevant jurisdiction, do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks listed in the Schedule to the Assignee:
- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;

- (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
  - (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
  - (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Scott Higgins and Mike Webb or any other person that the Assignee notifies to the Assignor from time to time; and
  - (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings.
- 3.3 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) within 5 Business Days after the date of this agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.

#### **4. INCOPRORATION OF PROVISIONS**

The parties agree to make the provisions of clause 21 (Whole Agreement), 22 (Variation and Waiver), 23 (Costs), 24 (Notice), 26 (Severance), 27 (Third Party Rights), 28 (Successors), 29 (Counterparts), 30 (Language) and 31 (Governing Law and Jurisdiction) of the Main Agreement applicable to this agreement; provided the Main Agreement shall not be integrated into this agreement.

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

**Schedule Trade Marks**

<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>
Australia	ELUCIGENE	1355686	1355686
Canada	ELUCIGENE	1001420	TMA534591
China	ELUCIGENE	8218542	8218542
China	ELUCIGENE	8218541	8218541
China	ELUCIGENE	8218540	8218540
Community Trademarks	ELUCIGENE	8626641	8626641
Hong Kong	ELUCIGENE	3015833398	3015833398
India	ELUCIGENE	1952407	1952407
South Korea	ELUCIGENE	45-2010-0001514	4500351200000
U.S.	ELUCIGENE	85018344	3,964,813
Australia	QST*R	1355685	1355685
Canada	QST*R	1477716	TMA847695
China	QST*R	8218539	8218539
China	QST*R	8218538	8218538
China	QST*R	8218537	8218537
Community Trademarks	QST*R	8626673	8626673
Hong Kong	QST*R	301583424	301583424
India	QSTR	1952408	
South Korea	QST*R	45-2010-0001515	4500351210000
U.S.	QST*R	85018350	3,969,070



**EXECUTED** as a **DEED** by  
**GEN-PROBE LIFE SCIENCES LTD.**  
acting by  
a director in the presence of:-

} .....  
Director

Witness signature: .....

Print name: .....

Address: .....

.....

Occupation: .....

**EXECUTED** as a **DEED** by  
**DELTA DIAGNOSTICS (UK) LTD**  
acting by **MICHAEL WEBB**  
a director in the presence of:-

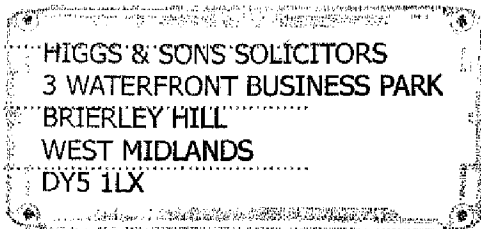
} .....  
Director

Witness signature: ..... 

Print name: ..... **JAMIE PARTINGTON**

Address: .....

Occupation: .....



solicitor

**EXECUTED** as a **DEED** by  
**GEN-PROBE LIFE SCIENCES LTD.**  
acting by  
a director in the presence of:-

}   
.....  
Director

Witness signature: *Louise Kennedy*  
Print name: *Louise Kennedy*  
Address: *35 Crosby Dr.*  
*Bedford, Ma 01730*  
Occupation: *Executive Finance Admin.*

**EXECUTED** as a **DEED** by  
**DELTA DIAGNOSTICS (UK) LTD**  
acting by  
a director in the presence of:-

} .....  
Director

Witness signature: .....  
Print name: .....  
Address: .....  
.....  
Occupation: .....