

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM393795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imugen, Inc.		07/01/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Oxford Immunotec, Inc.		
Street Address:	700 Nickerson Road		
Internal Address:	Suite 200		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1737789	IMUGEN	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/Sara M. Bauer/		
DATE SIGNED:	08/04/2016		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Assignment*”) is made and entered into effective as of July 1, 2016 by and between Imugen, Inc., a Massachusetts corporation (“*Seller*”), with offices at 315 Norwood Park South, Norwood, MA 02602 (“*Assignor*”), and Oxford Immunotec, Inc., a Delaware corporation with offices at 700 Nickerson Road, Suite 200, Marlborough, MA 01752 (“*Assignee*”). Assignor and Assignee may each be referred to herein as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of June 23, 2016 (as the same may be amended, restated, supplemented or modified from time to time, the “*Purchase Agreement*”), pursuant to which Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in, to and under all trademarks used or held for use in the Business, including the trademarks listed in Schedule A attached hereto and made a part hereof (collectively, the “*Transferred Trademarks*”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer and assign to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.
2. **Conveyance and Acceptance.** In accordance with the provisions of the Purchase Agreement, (a) Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Transferred Trademarks, including all registrations relating to the Transferred Trademarks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Transferred Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks, and all goodwill of the Business associated with and symbolized by the Transferred Trademarks, and (b) Assignee hereby accepts such sale, transfer, conveyance and assignment.
3. **Recordation.** Assignor hereby authorizes the United States Commissioner of Patents and Trademarks or his or her designee to record and register this Assignment. All costs and expenses associated with the recordation of this Assignment shall be borne solely by Assignee.

4. **Further Assurances.** Assignor agrees, at Assignee's expense, to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Assignment.

5. **Terms of the Purchase Agreement.** The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Transferred Trademarks. 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.

6. **Miscellaneous.**

(a) This Assignment, the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles.

(b) This Assignment may be amended, modified, superseded or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by the Parties or, in the case of a waiver, by or on behalf of the Party waiving compliance. No course of dealing between the Parties shall be effective to amend or waive any provision of this Assignment.

(c) Each of the Parties shall pay its own legal, accounting and other fees and expenses incurred in connection with the preparation, execution and delivery of this Assignment and all documents and instruments executed pursuant hereto and the consummation of the transactions contemplated hereby and any other costs and expenses incurred by such Party, except as otherwise expressly set forth herein.

(d) This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.

(e) In the event that any provision contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

(f) This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each Party shall have received counterparts hereof signed by each of the other Parties. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding

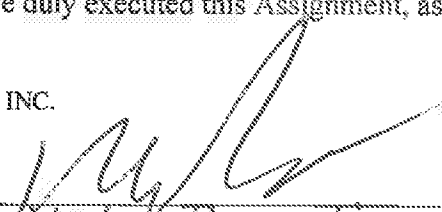
obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

IMUGEN, INC.

By:


Name: Victor Berardi
Title: President and CEO

OXFORD IMMUNOTEC, INC.

By: 

Name: Peter Wrighton-Smith
Title: Chief Executive Officer

SIGNATURE PAGE
TRADEMARK ASSIGNMENT AGREEMENT

COUNTY OF Worcester

Nancy S. Baum
Notary Public



NANCY B. BERKELEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 17, 2020

STATE OF MASSACHUSETTS)

22 July

COUNTY OF Michigan

On this 29th day of JUNE, 2016, before me personally appeared

PETER WRIGHTON SMITH, to me personally known, who, being duly sworn, did say that he/she is the CHIEF EXECUTIVE OFFICER of Oxford Immunotec, Inc. and that he/she duly executed the foregoing instrument for and on behalf of Oxford Immunotec, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Notary Public




MELISSA O'BRYANT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 17, 2022

SIGNATURE PAGE
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 005847 FRAME: 0400

SCHEDULE A

Transferred Trademarks

Type of IP	Description	Owner/Licensee
Trademark Registration no. 1737789(United States)	 The logo for IMUGEN, featuring the word "IMUGEN" in a bold, sans-serif font above a stylized graphic of a Y-shaped molecule with two vertical lines extending downwards.	Imugen, Inc.