

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axela Inc.		05/03/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Angle Europe Limited		
Street Address:	10 Nugent Road		
Internal Address:	Surrey Research Park		
City:	Guildford		
State/Country:	UNITED KINGDOM		
Postal Code:	GU2 7AF		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3427680	ZIPLEX	
Registration Number:	3454591	ZIPLEX	
Registration Number:	3520213	ZIPLEX	
Registration Number:	3944730	AUTOGRAPH CHIP	
Registration Number:	2635580	FLOW-THRU CHIP	
CORRESPONDENCE DATA			
Fax Number:	5089293014		
<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:	5088795700		
Email:	joneill@bowditch.com		
Correspondent Name:	Julia K O'Neill		
Address Line 1:	200 Crossing Boulevard, Suite 300		
Address Line 4:	Framingham, MASSACHUSETTS 01702		
ATTORNEY DOCKET NUMBER:	313243.0001		
DOMESTIC REPRESENTATIVE			
Name:	Julia K. O'Neill		
Address Line 1:	200 Crossing Boulevard, Suite 300		

CH \$140.00 3427680

Address Line 4: Framingham, MASSACHUSETTS 01702	
NAME OF SUBMITTER:	Julia K. O'Neill
SIGNATURE:	/Julia K. O'Neill/
DATE SIGNED:	05/03/2018
Total Attachments: 4 source=Trademark Assignment signed (F1223780x7ABD9)#page1.tif source=Trademark Assignment signed (F1223780x7ABD9)#page2.tif source=Trademark Assignment signed (F1223780x7ABD9)#page3.tif source=Trademark Assignment signed (F1223780x7ABD9)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of May 3, 2018, is made by Axela Inc. ("**Seller**"), a Canadian corporation located at 50 Ronson Drive, Suite 105, Toronto, ON M9W 1B3, Canada, in favor of Angle Europe Limited ("**Buyer**"), a company incorporated under the laws of England and Wales, located at c/o Angle plc, 10 Nugent Road, Surrey Research Park, Guildford, Surrey GU2 7AF, United Kingdom, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement among Seller, Buyer and Angle Biosciences Inc. dated as of October 4, 2017 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

AND WHEREAS on October 19, 2017, under Court File Number CV-17-583069-00CL, the Ontario Superior Court of Justice appointed Link & Associates Inc. as receiver of the assets, undertaking and properties of the Seller (the "**Receiver**") with power, *inter alia*, to complete the transaction contemplated by the Asset Purchase Agreement.

AND WHEREAS hereinafter in this document, the term "Seller" means Axela Inc. and/or Axela Inc., by its Receiver, Link & Associates Inc.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

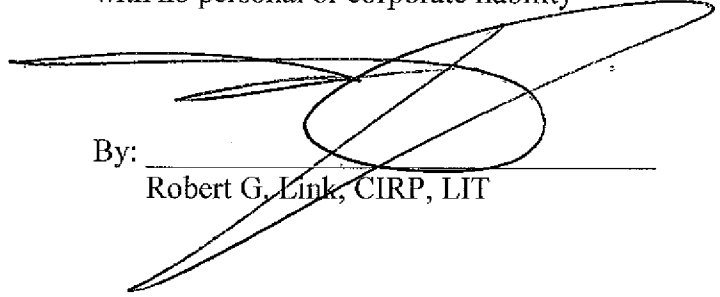
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Axela Inc.

By: LINK & ASSOCIATES INC., solely in its capacity as the Court Appointed Receiver of Axela Inc. and not in any other capacity and with no personal or corporate liability



By: _____
Robert G. Link, CIRP, LIT

NOTARIAL CERTIFICATE

CANADA)

)SS.

PROVINCE OF ONTARIO)

On the 3 day of May, 2018, before me personally appeared Robert Link, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as set forth above, and acknowledged the instrument to be the free act and deed of Axela Inc. for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name: _____

My Commission Expires: _____

**Sworn / Affirmed before me at:
Woodbridge
In the Province of Ontario**

On May 3, 2018



A COMMISSIONER FOR TAKING AFFIDAVITS


Michele Diniz Mateus, a Commissioner, etc.,
Province of Ontario, for
Hilbing Barristers & Solicitors.
Expires July 19, 2019.

HILBING BARRISTERS & SOLICITORS
7050 Weston Road, Suite 228
Woodbridge, ON
L4L 8G7
Tel: 905-264-7446
TRADEMARK

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Ziplex	US	3427680	5/13/2008
 Ziplex	US	3454591	6/24/2008
Ziplex	US	3520213	10/21/2008
Autograph Chip	US	3944730	4/12/11
Flow-Thru Chip	US	2635580	10/15/2002