

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM521425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxford Immunotec Limited		11/06/2018	Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Oxford Immunotec, LLC		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87846974	ACCUTIX	
Serial Number:	87846982	ACCUTIX	
Registration Number:	1737789	IMUGEN	
Registration Number:	5412323	IMUGEN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	david.davis@bakermckenzie.com, colleen.brennan@bakermckenzie.com, meri.mclaughlin@bakermckenzie.com		
Correspondent Name:	David J. Davis		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	David J. Davis		
SIGNATURE:	/david j. davis/		
DATE SIGNED:	04/30/2019		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of November 6, 2018 (“Effective Date”), and is made between Oxford Immunotec Limited, a limited company incorporated in England and Wales (“Assignor”), and Oxford Immunotec, LLC, a Delaware limited liability company (“Assignee”).

WITNESSETH:

WHEREAS, pursuant to that Limited Liability Company Interest Purchase Agreement, dated as of September 25, 2018 (the “Purchase Agreement”), by and among (a) Quest Diagnostics Incorporated, a Delaware corporation, (b) Assignor, (c) Assignee (formerly known as Oxford Immunotec, Inc., a Delaware corporation, prior to its conversion into a Delaware limited liability company on November 2, 2018), (d) for the limited purposes set forth therein, Oxford Immunotec Global PLC, a public limited company incorporated in England and Wales and (e) by way of a Joinder Agreement dated October 1, 2018, Oxford Immunotec USA, Inc., a Delaware corporation, the parties thereto have agreed, among other things, that Assignor shall convey, assign and transfer to Assignee, at the Closing, all right, title and interest in, to and under all of the trademarks and associated registrations and applications listed on Schedule A hereto (the “Transferred Marks”); and

WHEREAS, Assignor and Assignee agreed to enter into this Agreement pursuant to which Assignor assigns to Assignee all right, title and interest in, to and under the Transferred Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms; Interpretation. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement. This Agreement shall be interpreted in accordance with Section 9.5 of the Purchase Agreement (*Interpretive Matters and Rules of Construction*), which is incorporated by reference *mutatis mutandis* as if set forth at length in this Agreement.

2. Assignment of Rights in the Transferred Marks. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts, all right, title and interest in, to and under: (a) the Transferred Marks; (b) all goodwill associated with and symbolized by the Transferred Marks; (c) all common law rights related to the Transferred Marks; (d) all applications and registrations for the Transferred Marks; and (e) any and all rights, interests, benefits, privileges and proceeds under, arising out of, in connection with or with respect to the Transferred Marks, throughout the world, whether accrued before or after the Effective Date, including (i) any claim, cause of action or remedy for past, present or future infringement, dilution, misappropriation, misuse or other violation of any of the Transferred Marks (including all rights to sue or seek equitable relief with respect thereto, to recover and retain all damages and proceeds with respect thereto and to settle any such claim or cause of action), (ii) the exclusive right to apply for, prosecute, maintain and claim priority from all registrations, renewals or extensions thereof, (iii) the exclusive right to grant licenses or other

interests therein or thereunder and (iv) the exclusive right to receive royalties, income, payment or other consideration based on any of the foregoing. With respect to any United States intent-to-use trademark application set forth on Schedule A, the transfer of such application accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's Business, or that portion of the Business, to which the applicable trademark pertains, and such Business is ongoing and existing.

3. Power of Attorney. Assignor hereby appoints Assignee and any of Assignee's officers as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to (a) take any and all steps necessary or appropriate (whether in any proceedings at law, in equity or otherwise) and (b) execute, acknowledge and deliver any and all assignments, instruments and assurances, in each case, to convey, establish, evidence, maintain, defend and enforce Assignee's rights in the Transferred Marks or otherwise related to securing and enforcing Assignee's rights under this Assignment.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any other applicable Governmental Body, to record this Agreement and to issue any trademarks issuing from any applications included in the Transferred Marks to and in the name of Assignee.

5. Interpretation; Successors. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement, nor shall this Agreement reduce, expand or enlarge any remedies under the Purchase Agreement. This Agreement is intended only to effect the sale, assignment, transfer, conveyance and delivery of the Transferred Marks by Assignor to Assignee pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. This Agreement shall be binding upon and inure solely to the benefit of Assignor, Assignee and their respective successors and assigns in accordance with the terms of the Purchase Agreement.

6. Miscellaneous. The provisions of Sections 9.1 (*Expenses*), 9.2 (*Remedies*), 9.3 (*Governing Law*), 9.4 (*Submission to Jurisdiction; Consent to Service of Process; WAIVER OF JURY TRIAL*), 9.6 (*Entire Agreement; Amendments and Waivers*), 9.7 (*No Third-Party Beneficiaries*), 9.8 (*Notices*), 9.9 (*Severability*), 9.11 (*No Third Part Liability*), 9.12 (*Binding Effect; Assignment*) and 9.13 (*Counterparts*) of the Purchase Agreement shall apply to this Agreement and are incorporated by reference *mutatis mutandis* as if set forth at length in this Agreement.

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IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

OXFORD IMMUNOTEC LIMITED

By: 
Name: Peter Wrighton Smith
Title: Director

ASSIGNEE:

OXFORD IMMUNOTEC, LLC

By: _____
Name: Richard M. Affari
Title: Manager

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Trademark Assignment Agreement as of the date first set forth above.

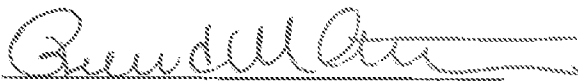
ASSIGNOR:

OXFORD IMMUNOTEC LIMITED

By: _____
Name: Peter Wighton Smith
Title: Director

ASSIGNEE:

OXFORD IMMUNOTEC, LLC

By:  _____
Name: Richard M. Attieri
Title: Manager

[Signature Page to Trademark Assignment Agreement]

Schedule A

Transferred Marks

Trade mark name ®	Applicant	Trade mark office	Country	Application number	Application date	Status	Nice Class	Registration number	Registration date	Renewal date
Imugen & logo	Oxford Immunotec Limited	US	USA	74/012938	21-Dec-1989	Registered	42	1737789	01-Dec-1992	01-Dec-2022
IMUGEN	Oxford Immunotec Limited	US	USA	87545769	27-Jul-2017	Published	44	5412323	27-Feb-2018	27-Feb-2028
ACCUTIX	Oxford Immunotec Limited	US	USA	87846974	23-Mar-2018	Filed	5 & 44			
ACCUTIX	Oxford Immunotec Limited	EM	EC	017880777	26-Mar-2018	Filed	5 & 44			
ACCUTIX	Oxford Immunotec Limited	GB	UK	UK00003299603	26-Mar-2018	Registered	5 & 44	3299603	29-Jun-2018	26-Mar-2028
ACCUTIX	Oxford Immunotec Limited	RU	RU	2018712155	28-Mar-2018	Filed	5 & 44			
ACCUTIX logo	Oxford Immunotec Limited	US	USA	87846982	23-Mar-2018	Filed	5 & 44			
ACCUTIX logo	Oxford Immunotec Limited	EM	EC	017880833	27-Mar-2018	Filed	5 & 44			
ACCUTIX logo	Oxford Immunotec Limited	GB	UK	00003299773	27-Mar-2018	Registered	5 & 44	3299773	29-Jun-2018	27-Mar-2028
ACCUTIX logo	Oxford Immunotec Limited	RU	RU	2018712159	28-Mar-2018	Filed	5 & 44			

TRADEMARK

REEL: 006633 FRAME: 0083

RECORDED: 04/30/2019