

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Joffre B. Baker	10/13/2004
John L. Bryant	10/20/2004
Soonmyung Paik	10/19/2004
Steven Shak	10/13/2004

RECEIVING PARTY DATA

Name:	NSABP Foundation, Inc.
Street Address:	Four Allegheny Center
Internal Address:	5th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15212

Name:	Genomic Health, Inc.
Street Address:	301 Penobscot Drive
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12406831

CORRESPONDENCE DATA

Fax Number: (650)327-3231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650 327 3400
 Email: turner@bozpat.com
 Correspondent Name: Tiffany Turner

OP \$40.00 12406831

Address Line 1: 1900 University Avenue
Address Line 2: Suite 200
Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	GHDX-013CON
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NAME OF SUBMITTER:	Carol L. Francis
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Total Attachments: 3 source=Assignment_from_Parent#page1.tif source=Assignment_from_Parent#page2.tif source=Assignment_from_Parent#page3.tif

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ASSIGNMENT OF APPLICATION

Docket Number 39740-0013A

Whereas, the undersigned:

Joffre B. Baker
1400 Avery Street
Montara, CA 94037

John L. Bryant
9705 Cole Road
Allison Park, PA 15101

Soonmyung Paik
100 Anderson Street
Pittsburgh, PA 15201

Steven Shak
648 Fairway Circle
Hillsborough, CA 94010

hereinafter termed "Inventors", have invented certain new and useful improvements in

EXPRESSION PROFILE ALGORITHM AND TEST FOR CANCER PROGNOSIS

- for which an application for United States Patent was filed on June 30, 2004, Application No. 10/883,303
 for which an application for a United States Patent was executed on _____, and

WHEREAS, GENOMIC HEALTH, INC., a corporation having a place of business at 301 Penobscot Drive, Redwood City, CA 94063, ("GHI"), and NSABP FOUNDATION, INC., a non-profit corporation having a place of business at Four Allegheny Center, 5th Floor, Pittsburgh, Pennsylvania 15212 ("NSABP"), (hereinafter termed "Assignee"), are desirous of acquiring equal and undivided ownership of the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

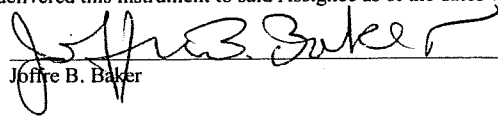
NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or other priority proceedings involving said invention; and (d) for legal proceedings involving said invention and any applications therefor and any contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

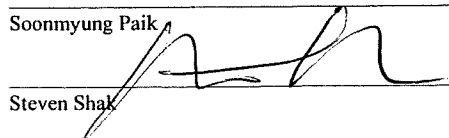
IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 10-13-04

 Joffre B. Baker

Date: _____

John L. Bryant

Date: _____


 Soonmyung Paik
Date: 10-13-04

Steven Shak

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Date: _____

Date: 10-20-04

Date: _____

Date: _____

Joffre B. Baker

John L. Bryant

Soonmyung Paik

Steven Shak

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IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____

Joffre B. Baker

Date: _____

John L. Bryant

Date: 10/19/2004

Soonmyung Paik

Date: _____

Steven Shak