

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Douglas P. Clark	04/21/2011
Adam Schayowitz	04/21/2011
Cirilo D. Cabradilla	04/20/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Biomarker Strategies, LLC
Street Address:	855 N. Wolfe Street
City:	Baltimore
State/Country:	MARYLAND
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<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13089219
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	BMS1110-4
NAME OF SUBMITTER:	Lisa A. Haile
Total Attachments: 4 source=BMS1110_4_Executed_Assignment#page1.tif source=BMS1110_4_Executed_Assignment#page2.tif source=BMS1110_4_Executed_Assignment#page3.tif source=BMS1110_4_Executed_Assignment#page4.tif	

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ASSIGNMENT

This assignment (“Assignment”) is made by Douglas P. Clark of Baltimore, Maryland, Adam Schayowitz of Bethesda, Maryland and Cirilo Cabradilla of Gaithersburg, Maryland (the “Assignor”) to Assignee, **BIOMARKER STRATEGIES, LLC** (“Assignee”), having a place of business at 855 N. Wolfe Street, Baltimore, Maryland 21205.

Recitals

A. Assignor has invented a new and useful invention entitled **COMPOSITIONS AND METHODS FOR PREDICTION OF DRUG SENSITIVITY, RESISTANCE, AND DISEASE PROGRESSION** for which an application for United States Utility Patent was filed April 18, 2011 in the United States Patent and Trademark Office.

B. Assignor authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No.: 13/089,219;

C. Assignor believes the Assignor to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignor to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the “Invention Patents”).

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to the foregoing and as follows:

1. Assignor does and will sell, assign and transfer to Assignee, Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, Assignor and Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure Assignor's signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to execute such document, all with the same legal force and effect as if executed by Assignor.

3. Assignor represents and warrants that Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date provided below.


Assignor : Douglas P. Clark

Date: April 21, 2011

Signature: 

Assignor : Adam Schayowitz

Date: April 21, 2011

Signature: 

Assignor : Cirilo D. Cabradilla

Date: April 21, 2011

Signature: 