

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Roland Stoughton	09/17/2011
Daniel Shoemaker	09/21/2011
Ronald W. Davis	09/20/2011

RECEIVING PARTY DATA

Name:	Verinata Health, Inc.
Street Address:	1531 Industrial Road
City:	San Carlos
State/Country:	CALIFORNIA
Postal Code:	94070

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	60804817
Application Number:	60820778
Application Number:	60804819
Application Number:	11763245
PCT Number:	US0771250

CORRESPONDENCE DATA

Fax Number: (650)632-1682
 Phone: 650.632.1680 x160
 Email: equan@verinata.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Evelyn Quan
 Address Line 1: 1531 Industrial Road
 Address Line 4: San Carlos, CALIFORNIA 94070

CH \$200.00 60804817

501676560

**PATENT
 REEL: 026992 FRAME: 0503**

ATTORNEY DOCKET NUMBER:	719101,201,601;722101;726
NAME OF SUBMITTER:	Evelyn Quan
Total Attachments: 12 source=719_Stoughton_Assignment#page1.tif source=719_Stoughton_Assignment#page2.tif source=719_Stoughton_Assignment#page3.tif source=719_Stoughton_Assignment#page4.tif source=719_Shoemaker_Assignment#page1.tif source=719_Shoemaker_Assignment#page2.tif source=719_Shoemaker_Assignment#page3.tif source=719_Shoemaker_Assignment#page4.tif source=719_Davis_Assignment#page1.tif source=719_Davis_Assignment#page2.tif source=719_Davis_Assignment#page3.tif source=719_Davis_Assignment#page4.tif	

PATENT APPLICATION ASSIGNMENT

WHEREAS, the undersigned:

Roland Stoughton of The Sea Ranch, CA; Daniel Shoemaker of San Diego, CA; and Ronald W. Davis of Palo Alto, CA (hereinafter "Inventors"),

have made or contributed with others to the making of certain inventions and improvements in

"Methods for the Diagnosis of Fetal Abnormalities"

which are the subject of and are described and/or claimed in the following Applications:

- United States Provisional Application No. 60/804,817 was filed on June 14, 2006 in the United States Patent Office;
- United States Provisional Application No. 60/820,778 was filed on July 28, 2006 in the United States Patent Office;
- United States Provisional Application No. 60/804,819 was filed on June 14, 2006 in the United States Patent Office;
- United States Patent Application No. 11/763,245 was filed on June 14, 2007 in the United States Patent Office; and
- International Application No. PCT/US07/71250 was filed on June 14, 2007 in the U.S. Receiving Office of the Patent Cooperation Treaty; (hereinafter "Applications").

WHEREAS, Verinata Health, Inc., a corporation of the State of Delaware, having a place of business at 1531 Industrial Road, San Carlos, CA 94070 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest of the Inventors in and to said Applications and the inventions and improvements disclosed or proposed to be disclosed therein, and in and to all embodiments, developments, or improvements of the inventions, heretofore or hereafter conceived, made or discovered by any of said Inventors, whether jointly or severally and whether with any other inventors not named herein (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") which claim priority to any of said Applications or to any application to which any of said Applications claim(s) priority or which are otherwise applied for or granted on any of said Applications or otherwise in relation to any of said Inventions, whether in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty;

WHEREAS the Inventors have at all times been obligated to assign all such rights as aforesaid to the Assignee;

WHEREAS, Living Microsystems, Inc. changed its name to Artemis Health, Inc., as shown in the change of name recorded in the USPTO at Reel 020388/0062 on January 18, 2008, and whereas Artemis Health, Inc. changed its name to Verinata Health, Inc., as shown in the change of name recorded in the USPTO at 026711/0626 on August 5, 2011;

AND WHEREAS, by virtue of assignment provisions in Roland Stoughton's consultant agreement with Living Microsystems, Inc., Daniel Shoemaker's consultant agreement with

Living Microsystems, Inc., and Ronald W. Davis' scientific advisor agreement with Living Microsystems, Inc., each said agreement preexisting the filing dates of the Applications listed above, the entire right, title, and interest of the Inventors in and to said Applications and Inventions have already vested in Verinata Health, Inc. (and in Artemis Health, Inc., by which Verinata Health, Inc. was formerly known, and Living Microsystems, Inc., by which Artemis Health, Inc. was formerly known), and Inventors execute this Patent Assignment to confirm the assignment of said Applications and Inventions to Verinata Health, Inc.

NOW, THEREFORE, for good and valuable consideration, which consideration is acknowledged by said Inventors to be sufficient and to have been received in full from said Assignee:

1. Said Inventors do hereby each sell, assign, transfer, and convey unto said Assignee their entire right, title, and interest (a) in and to said Inventions and said Applications and any other applications to which any of the Applications claims priority ("Priority Application(s)"), including United States Provisional Application No. 60/804,817 filed on June 14, 2006, United States Provisional Application No. 60/804,819 filed on June 14, 2006, and United States Provisional Application No. 60/820,778 filed on July 28, 2006, and including the right to claim priority to said Inventions and any of said Applications and/or to any Priority Application(s); (b) in and to all rights to and to apply for all United States and corresponding non-United States patent application(s) and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty, or otherwise, in relation to any of said Inventions; (c) in and to any and all applications filed and any and all Patent(s) granted on any said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Applications or application(s); and (d) in and to each and every reissue, reexamination, extension of or supplementary protection certificate in relation to any of said Patent(s); and this assignment also including, without limitation, any claims (known or unknown, suspected or unsuspected) of any nature that said Inventors have or may have against any party for infringement of any of the Patent(s) and Applications listed herein, and the right to sue for past infringement and to recover and retain damages and profits in respect thereof;

2. Said Inventors hereby each 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, foreign countries, or under any international convention, agreement, protocol, or treaty. 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 applications relating to any of said Inventions; (c) for filing and prosecuting substitute, divisional, continuing, or additional applications (including Convention applications) relating to any of said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority 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;

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith;

5. Said Inventors hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns; and

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee effective for each of the Inventor(s) as of the date of signature of that Inventor and irrespective of whether all said Inventor(s) have executed this instrument:

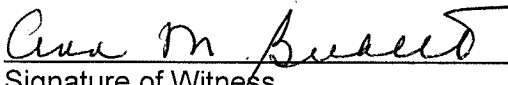


Roland Stoughton

Date: 9/17/11

SIGNATURE WITNESSED BY:

ANN M. BECKETT
Print Witness Name



Signature of Witness

Date: 9/17/11

Daniel Shoemaker

Date: _____

SIGNATURE WITNESSED BY:

Print Witness Name

Date: _____

Signature of Witness

Ronald W. Davis

Date: _____

SIGNATURE WITNESSED BY:

Print Witness Name

Date: _____

Signature of Witness

RECEIVED AND AGREED TO BY ASSIGNEE:

By: 

Date: Sept. 28, 2011

Name: Norman J. Kruse
Title: Assistant Secretary, Verinata Health, Inc.

PATENT APPLICATION ASSIGNMENT

WHEREAS, the undersigned:

Roland Stoughton of The Sea Ranch, CA; Daniel Shoemaker of San Diego, CA; and Ronald W. Davis of Palo Alto, CA (hereinafter "Inventors"),

have made or contributed with others to the making of certain inventions and improvements in

"Methods for the Diagnosis of Fetal Abnormalities"

which are the subject of and are described and/or claimed in the following Applications:

- United States Provisional Application No. 60/804,817 was filed on June 14, 2006 in the United States Patent Office;
- United States Provisional Application No. 60/820,778 was filed on July 28, 2006 in the United States Patent Office;
- United States Provisional Application No. 60/804,819 was filed on June 14, 2006 in the United States Patent Office;
- United States Patent Application No. 11/763,245 was filed on June 14, 2007 in the United States Patent Office; and
- International Application No. PCT/US07/71250 was filed on June 14, 2007 in the U.S. Receiving Office of the Patent Cooperation Treaty; (hereinafter "Applications").

WHEREAS, Verinata Health, Inc., a corporation of the State of Delaware, having a place of business at 1531 Industrial Road, San Carlos, CA 94070 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest of the Inventors in and to said Applications and the inventions and improvements disclosed or proposed to be disclosed therein, and in and to all embodiments, developments, or improvements of the inventions, heretofore or hereafter conceived, made or discovered by any of said Inventors, whether jointly or severally and whether with any other inventors not named herein (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") which claim priority to any of said Applications or to any application to which any of said Applications claim(s) priority or which are otherwise applied for or granted on any of said Applications or otherwise in relation to any of said Inventions, whether in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty;

WHEREAS the Inventors have at all times been obligated to assign all such rights as aforesaid to the Assignee;

WHEREAS, Living Microsystems, Inc. changed its name to Artemis Health, Inc., as shown in the change of name recorded in the USPTO at Reel 020388/0062 on January 18, 2008, and whereas Artemis Health, Inc. changed its name to Verinata Health, Inc., as shown in the change of name recorded in the USPTO at 026711/0626 on August 5, 2011;

AND WHEREAS, by virtue of assignment provisions in Roland Stoughton's consultant agreement with Living Microsystems, Inc., Daniel Shoemaker's consultant agreement with

Living Microsystems, Inc., and Ronald W. Davis' scientific advisor agreement with Living Microsystems, Inc., each said agreement preexisting the filing dates of the Applications listed above, the entire right, title, and interest of the Inventors in and to said Applications and Inventions have already vested in Verinata Health, Inc. (and in Artemis Health, Inc., by which Verinata Health, Inc. was formerly known, and Living Microsystems, Inc., by which Artemis Health, Inc. was formerly known), and Inventors execute this Patent Assignment to confirm the assignment of said Applications and Inventions to Verinata Health, Inc.

NOW, THEREFORE, for good and valuable consideration, which consideration is acknowledged by said Inventors to be sufficient and to have been received in full from said Assignee:

1. Said Inventors do hereby each sell, assign, transfer, and convey unto said Assignee their entire right, title, and interest (a) in and to said Inventions and said Applications and any other applications to which any of the Applications claims priority ("Priority Application(s)"), including United States Provisional Application No. 60/804,817 filed on June 14, 2006, United States Provisional Application No. 60/804,819 filed on June 14, 2006, and United States Provisional Application No. 60/820,778 filed on July 28, 2006, and including the right to claim priority to said Inventions and any of said Applications and/or to any Priority Application(s); (b) in and to all rights to and to apply for all United States and corresponding non-United States patent application(s) and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty, or otherwise, in relation to any of said Inventions; (c) in and to any and all applications filed and any and all Patent(s) granted on any said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Applications or application(s); and (d) in and to each and every reissue, reexamination, extension of or supplementary protection certificate in relation to any of said Patent(s); and this assignment also including, without limitation, any claims (known or unknown, suspected or unsuspected) of any nature that said Inventors have or may have against any party for infringement of any of the Patent(s) and Applications listed herein, and the right to sue for past infringement and to recover and retain damages and profits in respect thereof;

2. Said Inventors hereby each 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, foreign countries, or under any international convention, agreement, protocol, or treaty. 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 applications relating to any of said Inventions; (c) for filing and prosecuting substitute, divisional, continuing, or additional applications (including Convention applications) relating to any of said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority 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;

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Roland Stoughton

Date: _____

SIGNATURE WITNESSED BY:

Print Witness Name

Signature of Witness

Date: _____




Daniel Shoemaker

Date: 9-21-11

SIGNATURE WITNESSED BY:

DAVID ROBBINS
Print Witness Name


Signature of Witness

Date: 9/21/11

Ronald W. Davis

Date: _____

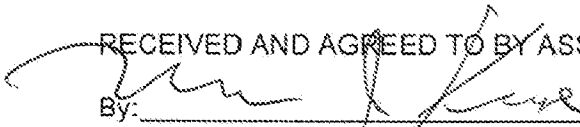
SIGNATURE WITNESSED BY:

Print Witness Name

Signature of Witness

Date: _____

RECEIVED AND AGREED TO BY ASSIGNEE:


By: _____

Name: Norman J. Kruse
Title: Assistant Secretary, Verinata Health, Inc.

Date: Sept. 28, 2011

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IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee effective for each of the Inventor(s) as of the date of signature of that Inventor and irrespective of whether all said Inventor(s) have executed this instrument:

Roland Stoughton

Date: _____

SIGNATURE WITNESSED BY:

Print Witness Name

Signature of Witness

Date: _____

Daniel Shoemaker


Date: _____

SIGNATURE WITNESSED BY:

Print Witness Name

Date: _____

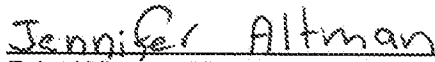
Signature of Witness



Ronald W. Davis

Date: 9/20/11

SIGNATURE WITNESSED BY:



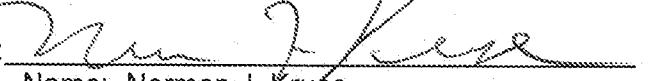
Jennifer Altman
Print Witness Name

Date: 9/20/11



Signature of Witness

RECEIVED AND AGREED TO BY ASSIGNEE:

By: 

Name: Norman J. Kruse
Title: Assistant Secretary, Verinata Health, Inc.

Date: Sept. 28, 2011