

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Jonathan William Larson	11/14/2011
Qun Zhong	11/11/2011
Darren Roy Link	11/14/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Raindance Technologies, Inc.
<b>Street Address:</b>	44 Hartwell Avenue
<b>City:</b>	Lexington
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02421
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13026120
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)289-0535
<b>Phone:</b>	617 856 8200
<b>Email:</b>	ip@brownrudnick.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Brown Rudnick LLP
<b>Address Line 1:</b>	One Financial Center
<b>Address Line 2:</b>	IP Department
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111
<b>ATTORNEY DOCKET NUMBER:</b>	RDT-548/US05 29168/95
<b>NAME OF SUBMITTER:</b>	Thomas Meyers
Total Attachments: 5	

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**PATENT**  
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**ASSIGNMENT**

WHEREAS We, the below named inventors,

Jonathan William Larson, Qun Zhong, and Darren Roy Link

hereinafter referred to as "Assignor(s)" have made an invention(s) set forth in an applications for patent of the United States, entitled:

**DIGITAL ANALYTE ANALYSIS**

for which we filed a non-provisional patent application on February 11, 2011 which bears U.S. Patent Application Serial No. **13/026,120**; and

WHEREAS, **RAINDANCE TECHNOLOGIES, INC.**, whose post office address is 44 Hartwell Avenue, Lexington, Massachusetts 02421 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Inventions; the applications for patent identified above; the right to file applications for patent of the United States or other countries on the Inventions; any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified above or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

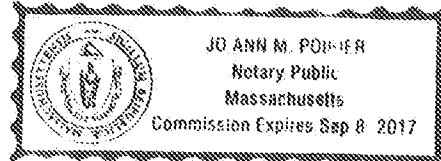
The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: November 14, 2011

By: Jonathan William Larson  
Jonathan William Larson

State of <u>Massachusetts</u>	) ss.
County of <u>Middlesex</u>	
<p>On <u>14 November 2011</u>, before me, <u>Jo Ann M. Poirier</u>, Notary Public, personally appeared <u>Jonathan Larson</u>, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p>	
<p>WITNESS my hand and official seal.</p>	
<p><u>Jo Ann M. Poirier</u> Signature of Notary Public</p>	<p>Place Notary Seal Above</p>
<p>My Commission Expires: <u>Sep. 8, 2017</u></p>	



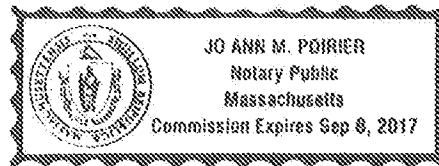
Date: 11/11/11

By: [Signature]  
Qun Zhong

State of Massachusetts )  
County of Middlesex ) ss.

On 11 November 2011, before me, Jo Ann M. Poirier, Notary Public, personally appeared Qun Zhong, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: Sep 8, 2017

Date: Nov. 14, 2011By: Darren Roy Link

Darren Roy Link

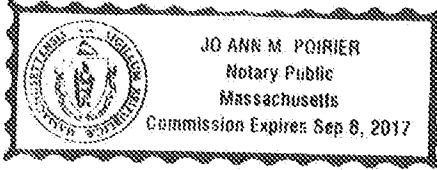
State of Massachusetts )  
 ) ss.  
County of Middlesex )

On 14 November 2011, before me, Jo Ann M. Poirier, Notary Public, personally appeared Darren R. Link, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jo Ann M. Poirier  
Signature of Notary Public

My Commission Expires: Sep. 8, 2017



JO ANN M. POIRIER  
Notary Public  
Massachusetts  
Commission Expires Sep 8, 2017

Place Notary Seal Above

# 1826155