

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	ASSIGNMENT				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Matthew Meyerson</td> <td>12/09/2011</td> </tr> </tbody> </table>		Name	Execution Date	Matthew Meyerson	12/09/2011
Name	Execution Date				
Matthew Meyerson	12/09/2011				
RECEIVING PARTY DATA					
Name:	Microgenomica, Inc.				
Street Address:	19 Terrace Avenue				
City:	Newton				
State/Country:	MASSACHUSETTS				
Postal Code:	02461				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6996477</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6996477
Property Type	Number				
Patent Number:	6996477				
CORRESPONDENCE DATA					
Fax Number:	(781)641-2001				
Phone:	617-966-2374				
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>					
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Address Line 4:	Arlington, MASSACHUSETTS 02474				
ATTORNEY DOCKET NUMBER:	MICROGENOMICA				
NAME OF SUBMITTER:	Steven R. Lazar				
Total Attachments: 2 source=Microgenomica_Patent_Assignment-12-21-2011#page1.tif source=Microgenomica_Patent_Assignment-12-21-2011#page2.tif					

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the “Agreement”), between **Matthew Meyerson**, a citizen of the United States residing at 307 Independence Lane, Concord, Massachusetts 01742 (the “Assignor”), and Microgenomica, Inc., a corporation organized under the laws of Delaware, with a mailing address of 19 Terrace Avenue, Newton, MA 02461, (the “Assignee”), is effective on the latest signature date on page 2 of this Agreement.

On February 7, 2006, United States Patent 6,996,477 (the “**477 Patent**”), entitled “Computational Subtraction Method,” was issued by the United States Patent and Trademark Office. Assignee wishes to acquire for the duration of the term for which said Patent is granted, for its sole use and benefit, and for the use of its legal representatives, the full and exclusive right, title and interest in and to the Patent in the United States, and in any foreign countries throughout the world wherein a corresponding patent application is filed and wherein a corresponding patent may be granted.

For good and valuable consideration including one dollar (\$1.00), receipt of which is hereby acknowledged, the Assignor sells, assigns and transfers to Assignee, and Assignee’s successors and assigns, his entire title, interest and right, including the right of priority, in, to and under the Patent and Invention.

This Assignment is revocable by Assignor if, at the end of four (4) years from the Effective Date of this Agreement, Assignee has not (a) directly commercialized the ‘477 Patent; or (b) entered into one or more transactions with Third Parties to commercialize of the ‘477 Patent, pursuant to which Assignee has received licensing fees, milestone payments, royalties and/or other payments cumulatively exceeding fifty thousand dollars (\$50,000.00). In such event, Assignor shall have the right, but not the obligation, to terminate this Agreement upon ninety (90) days prior written notice to Assignee. In such event, Assignor shall reacquire ownership and all rights, privileges, obligations, and title under the ‘477 Patent, subject to any sublicenses which may have been lawfully granted by Assignee during the term that this Agreement was in effect.

The Assignor agrees promptly upon request of the Assignee, its successors or assigns, to communicate any facts known to him respecting the Patent and the Invention set forth therein, and to execute and deliver, without further compensation, any oath or declaration, power of attorney, Assignment, application, whether, original, continuation, divisional or reissue, or other papers that may be necessary or desirable to enable to the Assignee, its heirs, successors and assigns, the Inventions and any of them described in said application and all Patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist Assignee, its heirs, successors or assigns, in the prosecution of proceedings before the United States Patent and Trademark Offices and foreign Patent Offices, and in the adjudication and re-examination or re-issue of said Patent, provided that the expenses that may be incurred by Assignor in lending such cooperation and assistance shall be paid by the Assignee.

Nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, employment relationship or partnership between the parties or to impose any liability attributable to such relationship upon either party.

This Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the Commonwealth of Massachusetts. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, and such service shall become effective thirty days after such mailing.

This agreement constitutes the entire Agreement between both parties concerning this transaction, and supersedes all previous communications, representations, understandings and agreements, whether verbal or written, between the parties to this Agreement or their representatives. No representation of statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.


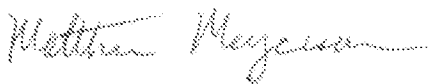
Both parties understand and acknowledge that violation of their respective covenants and agreements is likely to cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in equity or in law.

If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted, and the remaining provisions of this Agreement shall remain in full force and effect.

We have carefully reviewed this agreement and agree to and accept all of its terms and conditions. We are executing this Agreement as of the dates indicated below.

ASSIGNOR
Matthew Meyerson

ASSIGNEE
Microgenomica, Inc.



Assignor Name and Date
December 9, 2011

By: _____
A. Lundberg, Treasurer,
December 20, 2011