

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CombiMatrix Corporation	01/05/2011
RECEIVING PARTY DATA	
Name:	Gen9, Inc.
Street Address:	143 Binney Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13250207
CORRESPONDENCE DATA	
Fax Number:	(617)310-6000
Phone:	6173106075
Email:	bosipmail@gtlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Jennifer A. Camacho
Address Line 1:	Greenberg Traurig, LLP
Address Line 2:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	127662-011709/CON
NAME OF SUBMITTER:	Jennifer A. Camacho
Total Attachments: 4 source=011709AssignmentCombitoGen9#page1.tif source=011709AssignmentCombitoGen9#page2.tif source=011709AssignmentCombitoGen9#page3.tif source=011709AssignmentCombitoGen9#page4.tif	

CH \$40.00 13250207

EXHIBIT B

ASSIGNMENT

WHEREAS, CombiMatrix Corporation, (hereinafter "ASSIGNOR"), a corporation organized and existing under the laws of the state of Delaware and having a usual place of business at 310 Goddard, Suite 150, Irvine, CA 92618, owns and has legal title to one or more inventions described in an application (or provisional application) for Letters Patent of the United States identified in attached Schedule A; and

WHEREAS, Gen9, Inc., (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the state of Delaware and having a usual place of business at 143 Binney Street, Cambridge, MA 02142, desires to acquire an interest therein, in accordance with agreements duly entered into with ASSIGNOR;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR HAS sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNOR'S entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with ASSIGNOR'S entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest ASSIGNOR may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made; ASSIGNOR hereby conveys all of ASSIGNOR'S rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. ASSIGNOR hereby acknowledges that this assignment, being of ASSIGNOR'S entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE'S selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of ASSIGNOR'S entire right, title and interest therein.

AND, ASSIGNOR hereby further agrees for ASSIGNOR and ASSIGNOR'S executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications.

AND, ASSIGNOR hereby further agrees to provide statements or testimony in any interference

Exhibit B to Patent Rights Purchase and Sale Agreement


or other proceeding in which said invention(s) or any application or patent directed thereto may be involved.

AND, ASSIGNOR hereby authorizes ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of ASSIGNOR'S execution of this assignment.

AND, ASSIGNOR hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this instrument to be duly executed and hereto hands have been set out and a seal affixed on the date set forth below.

Assignor's Authorized Agent:


CombiMatrix Corporation
Name: Scott Burrell
Title: CEO

State/Commonwealth of _____)
County of _____) ss

On this ____ day of _____, _____, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My Commission Expires: _____

Exhibit I to Patent Rights Purchase and Sale Agreement

Schedule A

Title: "Microarray Synthesis and Assembly of Gene-Length Polynucleotides"
 Inventor: Andrew V. Oleinikov

Attorney Docket No.	Pat./App. No.	Jurisdiction	Filing Date	Pub. No.	Recordation of ASSIGNOR'S Ownership Interest (Reel/Frame)
127662-011700A/US	7,563,600	USA	09/12/02	US 2006/0035218	013397/0663
127662-011706A/US	7,323,320	USA	08/10/05	US 2005/0287585	020185/0380
127662-011707B/US	12/488,662	USA	06/22/09	US 2010/024767	023391/0137
127662-011701A/PCT	PCT/US03/28946	International	09/12/03	WO2004/032489G	See 013397/0663
127662-011704A/EP	EP 03 73 2373.5	Europe	09/12/03	EP 1546387	N/A
127662-011708A/EP/JP/IV	EP 10 0130056.6	Europe	09/12/03	N/A (Divisional)	N/A
127662-011702/AU	2003/270666	Australia	09/12/03	AU2003270666	N/A
127662-011703/CA	CA 2498746	Canada	09/12/03	CA2498746	N/A
127662-011705/JP	2004/536347	Japan	09/12/03	J2004536347	N/A

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 01/05/2011 before me, Colleen J. Ezell, Notary Public
(Here insert name and title of the officer)

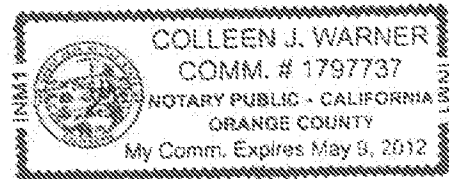
personally appeared Scott Burrell

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Colleen J. Ezell
(Signature of Notary Public)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

This acknowledgment completed in California must contain certain words or phrases which are printed on the reverse side of this form. The only exception to this rule is that a document is to be recorded outside of California, in such instances, any appropriate acknowledgment language may be printed on back of document so long as the notary does not require the signer to do something that is illegal in a state in California. Use a separate acknowledgment for each document. Please check the document carefully for proper recording wording and punch the form if required.

- This and County information must be the State and County where the document signers personally appeared before the notary public for acknowledgment.
- Date of signature must be the date that the signers personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her county on a form followed by a comma and then your title (notary public).
- Print the name(s) of document signers who personally appear at the time of acknowledgment.
- Indicate the correct singular or plural form by crossing off incorrect forms (i.e. he/she/they - see form) including the correct forms. Failure to print this information may lead to rejection of the document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression overlaps to that of a different notary, either the document is a different acknowledgment form.
- Signature of the notary public must match the signature on the seal on the office of the county clerk.
 - Additional information is not required but could help to ensure that acknowledgment is properly recorded by attaching it to a different document.
 - Indicate title on type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (CEO, CFO, Secretary).
- Separately attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

Exhibit B
(Title or description of attached document)

Patent Rights
(Title or description of attached document)

Number of Pages 14 Document Date 10/31/10

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual(s)

Corporate Officer
CFO
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other