

PATENT ASSIGNMENT

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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>Michael Samuels</td> <td>04/11/2012</td> </tr> <tr> <td>Jeffrey Charles Olson</td> <td>04/11/2012</td> </tr> <tr> <td>Andrew Watson</td> <td>04/11/2012</td> </tr> <tr> <td>Keith Brown</td> <td>04/23/2012</td> </tr> <tr> <td>Darren Roy Link</td> <td>04/13/2012</td> </tr> </tbody> </table>		Name	Execution Date	Michael Samuels	04/11/2012	Jeffrey Charles Olson	04/11/2012	Andrew Watson	04/11/2012	Keith Brown	04/23/2012	Darren Roy Link	04/13/2012
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RECEIVING PARTY DATA													
Name:	RAINDANCE TECHNOLOGIES, INC.												
Street Address:	44 Hartwell Avenue												
City:	Lexington												
State/Country:	MASSACHUSETTS												
Postal Code:	02421												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13398677</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13398677								
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CORRESPONDENCE DATA													
Fax Number:	(617)289-0683												
Phone:	617-856-8483												
Email:	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>													
Correspondent Name:	Thomas C. Meyers												
Address Line 1:	One Financial Center												
Address Line 2:	Brown Rudnick LLP												
Address Line 4:	Boston, MASSACHUSETTS 02111												
ATTORNEY DOCKET NUMBER:	29168/240												
NAME OF SUBMITTER:	Mark S. Leonardo												

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Total Attachments: 7

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ASSIGNMENT

WHEREAS I, the below named inventor,

hereinafter referred to as "Assignor" have made an invention(s) set forth in an applications for patent of the United States, entitled: **COMPOSITIONS AND METHODS FOR MOLECULAR LABELING**;

for which we filed a U.S. Non-provisional patent application on **February 16, 2012** which bears U.S. Patent Application Serial No. **13/398,677**; and

WHEREAS, RAINDANCE TECHNOLOGIES, INC., a corporation organized under the laws of the state of Delaware, whose post office address is 44 Hartwell Avenue, Lexington, MA, 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: 4/11/12

By: *Michael Samuels*
Michael Samuels

State of MASSACHUSETTS)
) ss.
 County of MIDDLESEX)


On APRIL 11, 2012, before me, ANGELA M. BAILEY, Notary Public, personally appeared MICHAEL SAMUELS, 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.

Angela M. Bailey
 Signature of Notary Public

Place Notary Seal Above

ANGELA M. BAILEY
Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
April 6, 2018

My Commission Expires: 

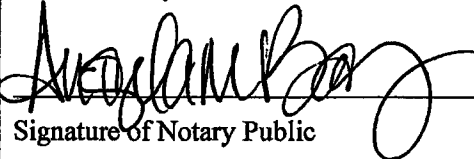
Date: 4/4/12

By: 
Jeffrey Charles Olson


State of MASSACHUSETTS)
) ss.
 County of MIDDLESEX)

On APRIL 11, 2012, before me, ANGELA M. BAILEY, Notary Public, personally appeared JEFFREY CHARLES OLSON, 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 of Notary Public

Place Notary Seal Above

My Commission Expires:  **ANGELA M. BAILEY**
Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 April 6, 2018

Date: 4-11-2012

By: Andrew L. Watson
Andrew Watson

State of MASSACHUSETTS)

County of MIDDLESEX) ss.

On APRIL 11, 2012, before me, ANGELA M. BAILEY, Notary Public, personally appeared ANDREW R. WATSON, 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.

Angela M. Bailey
Signature of Notary Public

Place Notary Seal Above

My Commission Expires:



ANGELA M. BAILEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 6, 2018

Date: 4/23/2012

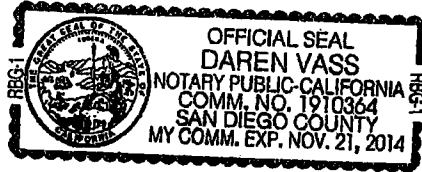
By: Keith Brown
Keith Brown

State of California)
County of San Diego) ss.

On 23 April 2012, before me, DAREN VASS, Notary Public, personally appeared KEITH BROWN, 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 of Notary Public



Place Notary Seal Above

My Commission Expires: 11/21/14

Date: April 13, 2012

By: Darren R Link
Darren Roy Link

State of MASSACHUSETTS)
 County of MIDDLESEX) ss.

On APRIL 13, 2012, before me, ANGELA M. BAILEY, 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.

Angela M Bailey
 Signature of Notary Public

Place Notary Seal Above

ANGELA M. BAILEY
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 April 6, 2018

My Commission Expires: _____

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