501990619 07/17/2012

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Sandra Ann Carson	06/17/2012
John E. Buster	06/17/2012

RECEIVING PARTY DATA

Name:	PROGENY USA, LLC	
Street Address:	191 Sandringham Road	
City:	Piedmont	
State/Country:	CALIFORNIA	
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PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13335170

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ATTORNEY DOCKET NUMBER:	30825-0002001
NAME OF SUBMITTER:	Jennifer Franco

Total Attachments: 5

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> PATENT REEL: 028560 FRAME: 0986

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PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made as of June 17, 2012 (the "Effective Date") by and between PROGENY USA, LLC, a California limited liability company ("Assignee") and John Buster, M.D. and Sandra Carson M.D. (together "Assignor").

WHEREAS, Assignor owns and holds all right, title and interest in, to and under the patent(s) and/or patent application(s) set forth on Exhibit A attached hereto and in and to the inventions and discoveries disclosed therein (the "Patents").

WHEREAS, by an agreement reached effective on June 17, 2012, Assignor agreed to transfer to Assignee Assignor's entire right, title and interest in, to and under the Patents.

NOW, THEREFORE, for One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Assignor hereby sells, assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in, to and under: (a) the Patents, including the right to sue and recover for past, present or future infringement of the Patents; (b) all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on the Patents, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property, the Paris Convention or pursuant to any other convention, treaty, agreement or understanding; (c) any and all applications filed on the Patents and any and all patents, certificates of inventions or other governmental grants granted on the Patents in the United States or any other country, including each and every application filed and each and every patent granted on any application on the Patents that is a division, substitution, continuation or continuation in part of any of said applications, patents, certificates of inventions or other governmental grants; (d) each and every reissue or extension of any of the Patents, certificates of inventions or other governmental grants on the Patents; and (e) each and every patent claim resulting from a reexamination certificate for any and all of the Patents, certificates of inventions or other governmental grants on the Patents.
- 2. Assignor authorizes and requests the Commissioner of Patents and Trademarks for the United States of America and the empowered officials of all other governments to issue to and to transfer the Patents to Assignee, as Assignee of the entire right, title and interest therein, or otherwise as Assignee may direct.
- 3. Assignor agrees to execute and deliver any and all papers and documents that may be necessary or desirable to perfect the title to said Patents in Assignee and to make a record with any and all government agencies, authorities, courts, tribunals or third parties of the fact that Assignee owns all right, title and interest in and to the Patents. If the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints the Assignor and its duly authorized officers and agents, as Assignee's agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such

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PATENT REEL: 028560 FRAME: 0987 papers and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

- Assignor further agrees to cooperate with Assignee to enable Assignee (or its successors or assigns) to obtain, sustain, enforce and enjoy to the fullest extent, in the United States and all other countries, all right, title and interest herein conveyed. Such cooperation by Assignor shall include, without limitation, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers and providing of other assistance all to the extent deemed reasonably necessary or desirable by Assignee for: (a) complying with any duty of disclosure; (b) prosecuting any of said applications on the Patents; (c) filing and prosecuting substitute, divisional, continuing or additional applications covering inventions and discoveries disclosed in the Patents; (d) filing and prosecuting applications for re-issuance of any of the Patents; (e) interference or other priority proceedings involving the Patents; (f) maintaining and enforcing the Patents; and (g) legal proceedings involving the Patents and any patents granted thereon, including, without limitation, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the reasonable expenses incurred by Assignor in providing such cooperation shall be paid for by Assignee.
- owner of all right, title and interest in and to the Patents, own the Patents free and clear of all liens, claims or encumbrances, and have the right to make the assignment under Section 1, (b) there are no proceedings pending or, to the best of Assignor's knowledge, threatened, that challenges Assignor's sole ownership of all right, title and interest in and to the Patents, (c) Assignor has no reason to believe that the Patents would not be valid or enforceable, and Assignor is not aware of any patent or patent application that would interfere with any claim of the Patents, (d) no right, interest, option or license in, to or under the Patents has been made by Assignor, (e) Assignor has not entered, will not enter into, is under no obligation, whether under contract or law or otherwise, to enter into, and has not been under any obligation, whether under contract or law or otherwise, to enter into, any assignment, grant, conveyance, contract, license, or understanding in conflict with this transfer and assignment of the Patents or any other term or condition herein, and (f) no further consents or approvals to the sale, transfer and assignment of the Patents are required beyond that set forth in this Assignment.
- 6. This Assignment is assignable or transferable by Assignee without notice or consent of the Assignor. The terms and covenants of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.
- 7. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions shall continue in full force and effect.

8. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. Any waiver of or amendment to the terms of this Assignment shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR:

John Buster, M.D.

Sandra Carson M.D.

EXHIBIT A

<u>PATENTS</u>

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PATENT REEL: 028560 FRAME: 0990 Exhibit A contained a complete copy of the United States patent application serial 13/335,170, filed on December 22, 2011.

PATENT REEL: 028560 FRAME: 0991

RECORDED: 07/17/2012