

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>Aharon Lamish</td> <td>07/12/2012</td> </tr> <tr> <td>Ofer Klein</td> <td>07/12/2012</td> </tr> </tbody> </table>		Name	Execution Date	Aharon Lamish	07/12/2012	Ofer Klein	07/12/2012
Name	Execution Date						
Aharon Lamish	07/12/2012						
Ofer Klein	07/12/2012						
RECEIVING PARTY DATA							
Name:	BIOCEP LTD.						
Street Address:	P.O. Box 1008						
City:	Safed						
State/Country:	ISRAEL						
Postal Code:	13100						
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>13574557</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13574557		
Property Type	Number						
Application Number:	13574557						
CORRESPONDENCE DATA							
Fax Number:	4808302717						
Phone:	480.830.2700						
Email:	aho@boothudall.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:	Rodney J. Fuller, c/o Booth Udall, PLC						
Address Line 1:	1155 West Rio Salado Parkway						
Address Line 2:	Suite 101						
Address Line 4:	Tempe, ARIZONA 85281						
ATTORNEY DOCKET NUMBER:	15872.338						
NAME OF SUBMITTER:	Rodney J. Fuller						
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif							

OP \$40.00 13574557

ASSIGNMENT

This Assignment is made and executed by:

LAMISH Aharon
19 Hahula Street
52255 Ramat Gan
Israel

KLEIN Ofer
Moshav Shear Yeshuv
12240 Upper Galilee
Israel

(hereinafter "Assignors"), to and in favor of Biocep Ltd. having a business address of P.O. Box 1008, 13100 Safed, Israel (hereinafter "Assignee").

Whereas each of the Assignors desires to assign his entire right, title and interest in and to the invention described in the nonprovisional patent application for a United States Patent entitled "MAGNETIC SEPARATION OF RARE CELLS" which claims priority to as a 371 of international of PCT/IL2011/000068, filed on January 20, 2011, which claims priority to US provisional patent application number 61/298,905, filed on January 21, 2010 (hereinafter the "Patent Application") and all patents, patent applications and the like on the invention to Assignee for valuable consideration; and

Whereas Assignee has provided such valuable consideration to the Assignors;

Accordingly, Assignors each warrant, covenant and agree as follows:

1. Each of the Assignors hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in and to the invention described in the Patent Application, including the Patent Application itself and all substitute, continuation, continuation-in-part and divisional applications based in whole or in part on the Patent Application, and including all patents resulting therefrom and all reissues and extensions thereof, and including any and all rights of priority resulting from the filing of any such applications within the United States.

2. Each of the Assignors hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in all counterparts to the Patent Application that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Application, further including all continuation, continuation-in-part and divisional applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models, reissues and extensions resulting from any of the non-U.S. counterparts.

3. Each of the Assignors hereby grants to Assignee the sole and exclusive right to prosecute the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Each of the Assignors authorizes all governmental bodies having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's

ASSIGNMENT

Title: "MAGNETIC SEPARATION OF RARE CELLS"

U.S. Patent Application No.

certificate or utility model based on the Patent Application or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

4. Each of the Assignors agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the Patent Application and the related applications described in Paragraphs 1 and 2 above to enable Assignee to obtain, secure and protect all of the rights, title and interest sold, assigned, conveyed and granted under this Assignment (the "Assigned Assets"); (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the Assigned Assets; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure and protect the Assigned Assets, including assistance in any proceedings pertaining to the Patent Application and the related applications described in Paragraphs 1 and 2 above or to their enforcement.

5. Each of the Assignors warrants and covenants that such Assignor has the full right to sell, assign and convey the Assigned Assets, that all of the Assigned Assets are free and clear of all mortgages, liens, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever and that the Assignor has not executed and will not execute any agreement in conflict with this Assignment.

6. Assignee may assign the Assigned Assets in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.

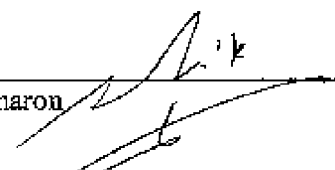
7. Each of the Assignors acknowledges that Assignee has paid valuable consideration for the Assigned Assets.

12/7/2012

Date

12/7/2012

Date


LAMISHI Aharon

Witness - 
Moshe Ben Shushan


KLEIN Ofer

Witness 
moshe Ben Shushan