PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
John Brian Hutchison	08/07/2012
Jeffrey Charles Olson	08/01/2012
Darren Roy Link	08/07/2012

RECEIVING PARTY DATA

Name:	RAINDANCE TECHNOLOGIES, INC.
Street Address:	44 Hartwell Avenue
City:	Lexington
State/Country:	MASSACHUSETTS
Postal Code:	02421

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13460762

CORRESPONDENCE DATA

Fax Number: 6178568201

Phone: 617-856-8483

Email: ip@brownrudnick.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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:	RDT-564/00US 29168/248
NAME OF SUBMITTER:	Thomas C. Meyers

Total Attachments: 5

PATENT REEL: 028784 FRAME: 0345 H \$40.00

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ASSIGNMENT

WHEREAS We, the below named inventors,

Jana Brian Hutchipson, Jeffrey Charles Olson, and Darren Roy Link

hereinafter referred to as "Assignors" have made an invention(s) set forth in an applications for patent of the United States, entitled: **DIGITAL ANALYTE** ANALYSIS:

for which we filed a U.S. Non-provisional patent application on April 30, 2012 which bears U.S. Patent Application Serial No. 1223/460,762; 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 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 Assignors have not done so already via a prior agreement with the Assignee, or if the Assignors have already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignors' 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

PATENT REEL: 028784 FRAME: 0347 (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 Assignors had this sale and assignment not been made.

The Assignors hereby represent 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 Assignors are lawful owners 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 Assignors have good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors 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 Assignors hereby request 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.

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Date: 7 August 2012 By: St.
John Brian Hutchipson
State of WOODCHUCETO
) ss.
County of MIDDLESEX
On AUGUST 1742012, before me, ANGELA M. BANLEY, Notary
Public, personally appeared JOHN BRIAN HUTCHIGON , 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.
ANGELA M. BAILEY Notary Public
WITNESS my hand and official seal. Commonwealth of Massachusetts My Commission Expires
April 6, 2018
de de la lacola de la companya de la
Signature of Notary Public Place Notary Seal Above
My Commission Expires: APOL 6,2018

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Date: 8/1/12 By: They Charles and
Jeffrey Charles Olson
State of MASSACHUCETTS) ss. County of MIDDLEGEX)
On AUGUST 197 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. ANGELA M. BAILEY Notary Public Commenwealth of Massachusetts My Commission Expires April 6, 2018 Place Notary Public Place Notary Seal Above
My Commission Expires: APRIL 4.2018

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Date: August 7, 2012 By: Junk Jink
Darren Roy Link
State of MASSOCHUSETS) ss. County of MIDDLESEX
On AUGUST 7TH 2012, before me, ANGELA M. BAILEY, Notary
Public, personally appeared DARPEN PUNK, 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 Notary Public Commonwealth of Mossachusetts My Commission Expires April 6, 2018 Place Notary Seal Above
My Commission Expires: APRIL (0,20)

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PATENT REEL: 028784 FRAME: 0351

RECORDED: 08/14/2012