

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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>Ofer Klein</td> <td>08/19/2012</td> </tr> <tr> <td>Aharon Lamish</td> <td>08/19/2012</td> </tr> </tbody> </table>		Name	Execution Date	Ofer Klein	08/19/2012	Aharon Lamish	08/19/2012				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>BioCep Ltd.</td> </tr> <tr> <td>Street Address:</td> <td>P.O. Box 1008</td> </tr> <tr> <td>City:</td> <td>Safed</td> </tr> <tr> <td>State/Country:</td> <td>ISRAEL</td> </tr> <tr> <td>Postal Code:</td> <td>13100</td> </tr> </table>		Name:	BioCep Ltd.	Street Address:	P.O. Box 1008	City:	Safed	State/Country:	ISRAEL	Postal Code:	13100
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 4808302717 Phone: 480.830.2700 Email: aho@boothudall.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>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</p>											
ATTORNEY DOCKET NUMBER:	15872.333										
NAME OF SUBMITTER:	Rodney J. Fuller										
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif											

OP \$40.00 29424611

ASSIGNMENT

This Assignment is made and executed by:

Ofer Klein
Moshav Shear-Yashuv
Upper Galilee
Israel

Aharon Lamish
19 Hachula Street
Ramat Gan
Israel

(hereinafter "Assignors"), to and in favor of BioCep Ltd., having a business address of P.O. Box 1008, Safed, Israel 13100 (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 "DISPOSABLE APPARATUS FOR CELL SEPARATION" Serial No. 29/424,611 filed on June 13, 2012 (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 each of the Assignors;

Accordingly, each of the Assignors warrants, covenants and agrees 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 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.

ASSIGNMENT

Title: "Disposable Apparatus for Cell Separation"
U.S. Application No. 29/424,611

Docket No. 15872.333

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.

19.8.12
Date

Ofer Klein
Ofer KLEIN

Witness

19/8/12
Date

Aharon LAMISH
Aharon LAMISH

Witness