### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Kenneth J. Livak	09/24/2012
Stacey N. Meyers	09/24/2012
Jun Wang	09/26/2012
Xiaohui Wang	09/24/2012

#### **RECEIVING PARTY DATA**

Name:	Fluidigm Corporation	
Street Address:	7000 Shoreline Court	
Internal Address:	Suite 100	
City:	South San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94080	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13467933

### **CORRESPONDENCE DATA**

**Fax Number**: 6503262422

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-326-2400

Email: ymock@townsend.com

Correspondent Name: Kilpatrick Townsend & Stockton LLP

Address Line 1: Two Embarcadero Center, Eighth Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	85665-838605 (020810US)
NAME OF SUBMITTER:	Randolph T. Apple

Total Attachments: 6

PATENT REEL: 029173 FRAME: 0133 :H \$40,00 134

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#### **ASSIGNMENT**

(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

"PROBE BASED NUCLEIC ACID DETECTION,"

filed with the U.S. Patent & Trademark Office on May 9, 2012

and assigned serial no. 13/467,933.

For good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

- 1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Fluidigm Corporation, a corporation of the State of Delaware having a principal place of business at 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 ("Assignee"), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

ASSIGNMENT U.S. Serial No. 13/467,933 Page 2 of 3

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
- 6. Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described patent application when known.

Signed on the dates indicated beside our signatures.

Signature

Kannath I I ivrole

Date: 24 Sep 12

ASSIGNMENT	
U.S. Serial No. 13/467,933	
Signature: Stacey N. Meyers	Date: 09/24/2012
Signature:  Jun Wang	Date:
Signature:	Date: 08/24/2012

Xiaohui Wang

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(Patent Application)

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  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

ASSIGNMENT U.S. Serial No. 13/467,933 Page 2 of 3

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
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- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
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Signed on the dates indicated beside our signatures.

Signature

Kenneth I Livel

Date: 24 Sep 12

ASSIGNMENT U.S. Serial No. 13/467,933 Page 3 of 3

Signature:		Date:
	Stacey N. Meyers	
Signature:	Jun Wang	Date: 9/26/2012
Signature:	Xiaohui Wang	Date:

PATENT REEL: 029173 FRAME: 0140

**RECORDED: 10/23/2012**