PATENT ASSIGNMENT

Electronic Version v1.1

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	Ξ:	NEW ASSIGNMENT	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PART	Y DATA			
		Name	Execution Date	
Rajesh K. MEHRA			01/16/2013	
Kenneth P. ARON			01/16/2013	
Dennis M. BLEILE			01/16/2013	
Jeremy WALKER			01/16/2013	
Cristina CUESICO			01/16/2013	
	Y DATA]	
Name:	ABAXIS, INC.			
Street Address:	3240 Whipple Road			
City:	Union City			
State/Country:				
Postal Code:	94587			
PROPERTY NUMB		Numb	er	
[Туре	Numb	er	
Property Application Numbe CORRESPONDENC Fax Number:	r Type er: CE DATA 202842 ill be sent via US apurcell ne: Angela 1299 Pe Suite 70	13667909 7899 <i>Mail when the fax attempt is unsuccessi</i> @cooley.com L. Purcell ennsylvania Avenue		
Property Application Numbe CORRESPONDENC Fax Number: <i>Correspondence wi</i> Email: Correspondent Nan Address Line 1: Address Line 2:	r Type cr: CE DATA 202842 ill be sent via US apurcell ne: Angela 1299 Pe Suite 70 Washin	13667909 7899 <i>Mail when the fax attempt is unsuccessi</i> @cooley.com L. Purcell ennsylvania Avenue 00		
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ASSIGNMENT

Rajesh K. MEHRA, residing at 25410 Southwick Drive, #109, Hayward, CA 94544; Kenneth P. ARON, residing at 201 Fair Oaks Street, San Francisco, CA 94110; Dennis M. BLEILE, residing at 800 Winterside Circle, San Ramon, CA 94583; Jeremy WALKER, residing at 22120 Center St, Castro Valley, CA 94546 and Cristina CUESICO, residing at 4587 Alhambra Drive, Fremont, CA 94536, (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled <u>PEPTIDES AND METHODS FOR THE</u> DETECTION OF LYME DISEASE ANTIBODIES, and which is a:

- (1) provisional application
 - (a) \Box to be filed herewith; or
 - (b) bearing Application No. <u>***</u>, and filed on <u>***</u>; or
- (2) \square non-provisional application
 - (a) to be filed herewith; or
 - (b) ⊠ bearing Application No. <u>13/667,909</u>, and filed on November 2, 2012.

WHEREAS, ABAXIS, INC., having its principal place of business at 3240 Whipple Road, Union City, CA 94587 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; 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 Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);

(b) the application for patent identified in paragraph (1) or (2);

(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 in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(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 Assignor had this sale and assignment not been made.

The Assignor hereby represents 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 Assignor is a lawful owner 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 Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor 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 Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests 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.

181106 v1/DC

PATENT REEL: 029888 FRAME: 0754

Attorney Docket No. ABAX-039/01US 010265-2224 Page 3 of 7

Date: 1/16/2013 By: Kajesh K. Mehra State of <u>California</u>)) ss. County of <u>Alameda</u>) On January 16, 2013, before me, <u>Angela Brunetta Murray</u> Notary Public, personally appeared <u>Rejesh K. Mehra</u> 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. \$19,491.83 thinky Phylic California õ Ungela Brunetta Murray-Signature of Notary Public Place Notary Seal Above My Commission Expires: May 14, 2013

PATENT REEL: 029888 FRAME: 0755

181106 v1/DC

Attorney Docket No. ABAX-039/01US 010265-2224 Page 4 of 7

Date: 1 · /b · 2013 By: Kenneth P. Aron					
State of <u>California</u>) State of <u>California</u>) State of <u>California</u>) State of <u>California</u>) State of <u>California</u>) County of <u>Alameda</u>) On <u>January 16</u> , 2013, before me, <u>Angela Branetta Morray</u> , Notary Public, personally appeared <u>Kenneth</u> <u>P</u> <u>Aron</u> , 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. <u>Angola Bruvetta Murray</u> Signature of Notary Public Place Notary Seal Above					
My Commission Expires: May 14, 2013					

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1/16/13 Date:

By: Dennis M. Bleile

State of <u>California</u> County of <u>Alameela</u> SS. On January 16, 2013, before me, Angela Brunetta Notary Public, personally appeared <u>Demains M</u>. 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.

Incola

Signature of Notary Public

ANCELA BRUNETTA AUNAAT OOSY 113-0143 Z California O California O

Place Notary Seal Above

My Commission Expires: May 14, 2013

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Attorney Docket No. ABAX-039/01US 010265-2224 Page 6 of 7

16 10 Date: By: Jeremy State of <u>Californic</u> County of <u>Alameda</u>) 55. On January 16, 2013, before me, Ancela Brunetta Notary Public, personally appeared Jeverny Walkey 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. A SCELA SEUNCTIA MURRAY WITNESS my hand and official seal. COMMA: #1849143 Netary Public - California Asserts County Exdires Mar 14, 2013 Signature of Notary Public Place Notary Seal Above My Commission Expires: VICy 14, 2013

181106 v1/DC

Attorney Docket No. ABAX-039/01US 010265-2224 Page 7 of 7

Date: $1/10/12$	By: MUSTINA UESUU Cristina Cuesico			
State of <u>California</u>) State of <u>Alameda</u>) ss.	v			
is/are subscribed to the within instrument and same in his/her/their authorized capacity(ie	me, <u>Ansola Baretta</u> , <u>Murray</u> , Notary <u>Cuesico</u> , personally known actory evidence, to be the person(s) whose name(s) acknowledged to me that he/she/they executed the is), and that by his/her/their signature(s) on the behalf of which the person(s) acted, executed the			
instrument.				
WITNESS my hand and official seal. On sele Bruretter Murray	COMMENT AND			
Signature of Notary Public	Place Notary Seal Above			
My Commission Expires: <u>May 14, 2013</u>				

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RECORDED: 02/27/2013

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