#### PATENT ASSIGNMENT

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

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Kevin D. Moll	04/02/2013
Marie J. Delaney	04/02/2013
Kurt R. Vogel	04/02/2013
Michael J. Lochhead	04/02/2013
Jeffrey T. Ives	04/02/2013
John S. Dunn	04/02/2013
Keagan B. Rowley	04/02/2013

#### **RECEIVING PARTY DATA**

Name:	MBio Diagnostics, Inc.	
Street Address:	5603 Arapahoe Avenue	
Internal Address:	Suite 1	
City:	Boulder	
State/Country:	COLORADO	
Postal Code:	80303	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13831757

### **CORRESPONDENCE DATA**

7209313011 Fax Number:

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

720-931-3000 Phone:

Email: patent@lathropgage.com Correspondent Name: Lathrop & Gage LLP 4845 Pearl East Circle Address Line 1:

Address Line 2: Suite 201

502421601

Address Line 4: Boulder, COLORADO 80301

**PATENT** 

REEL: 030809 FRAME: 0461

ATTORNEY DOCKET NUMBER:	543212
NAME OF SUBMITTER:	Douglas Link
Signature:	/Douglas Link/
Date:	07/16/2013
Total Attachments: 9 source=543212_Assignment#page1.tif source=543212_Assignment#page3.tif source=543212_Assignment#page4.tif source=543212_Assignment#page5.tif source=543212_Assignment#page6.tif source=543212_Assignment#page7.tif source=543212_Assignment#page8.tif source=543212_Assignment#page8.tif source=543212_Assignment#page9.tif	

PATENT REEL: 030809 FRAME: 0462

#### ASSIGNMENT

We, Kevin D. Moll of Boulder, Colorado; Marie J. Delaney of Boulder, Colorado; Kurt R. Vogel of Boulder, Colorado; Michael J. Lochhead of Boulder, Colorado; Jeffrey T. Ives of Arvada, Colorado; John S. Dunn of Arvada, Colorado; and Keagan B. Rowley of Boulder, Colorado ("Inventors"); have invented certain new and useful

# Particle Identification System, Cartridge and Associated Methods Application No. PCT/US2013/031811 filed March 15, 2013 Application No. 13/831,757 filed March 15, 2013

mBio Diagnostics, Inc., a corporation having its principal place of business at 5603 Arapahoe Avenue, Suite 1, Boulder, Colorado 80303 ("Company"), is desirous of acquiring all rights, title, and interests in and to Inventors' invention, all patent applications for the invention, and all patents which may be granted for or upon the invention and applications in the United States of America and anywhere in the world.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Inventors each irrevocably assign and transfer to Company the full and exclusive right, title, and interest, throughout the world, in and to the following:

- (a) the invention as set forth and described, for example, in the patent application specification(s) accompanying Inventors' executed declarations;
- (b) all United States patent applications for the invention;
- (c) any and all refilings, divisions, continuations, and continuations-in-part of those United States patent applications;
- (d) any and all patents of the United States of America which may issue from any of the above items;
- (e) any and all reissue and reexamination certificates of those United States patents;
- (f) any and all applications for the invention filed in any and all countries foreign to the United States of America;
- (g) any and all refilings, divisions, and continuations of those foreign-filed applications;
- (h) any and all patents, certificates, and registrations of countries foreign to the United States of America which may issue from those foreign-filed applications, refilings, divisions, and continuations;

any and all extensions of, and additions to, the foreign-filed applications (i)

and patents, certificates, and registrations related thereto; and

any and all claims, causes of action, and damages for past, present, and (i) future infringement or other unauthorized use of the above items, along

with the right to sue for and to collect damages and other relief.

Inventors each further agree that upon request Inventors will promptly provide Company or its legal representatives all pertinent facts and documents relating to the invention and all other items listed above, and Inventors will testify as to the same in any interference, litigation, or proceeding related thereto. Further, Inventors will promptly execute and deliver to Company or its legal representatives any and all papers, instruments, and affidavits required to apply for,

obtain, maintain, issue, and enforce all of the items listed above.

All of the above shall be held and enjoyed by Company and its successors, legal representatives, and assigns for their own use and benefit, for the full term for which the protections listed above may be granted, and Inventors hereby authorize and request the Commissioner of Patents and Trademarks to issue patents to Company in accordance with this

Assignment.

This Agreement does not create any agency, employment, or partnership relationship between the parties. Unless set forth in a separate writing signed by Company, Inventors have

no right or interest in any proceeds related in any way to the items listed above.

This Agreement is an integrated agreement that contains the entire understanding between the Parties regarding the matters addressed herein and may not be amended, extended or otherwise modified except by written agreement of the parties. This Agreement shall prevail over all prior communications between and among the parties or their representatives regarding

the matters addressed herein.

The parties expressly agree that this Agreement shall not be construed against any party on the ground that such party was responsible for the preparation of this Agreement, or on any related ground. All terms contained herein shall be construed as singular, plural, masculine,

feminine, or neuter, as context requires.

Should any provision of this Agreement be determined to be void, unenforceable, or against public policy, such provision may be altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed severed from

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this Agreement and the balance of this Agreement shall remain in full force and effect, so long as the original intent of this Agreement remains substantially intact.

This Agreement has an effective date of March 15, 2013.

\*\*\*\*\*\*\*\*\*\*\*

IN WITNESS WHEREOF, this Agreement is executed on the date(s) set forth below.

**Inventors:** 

COUNTY OF BOULDER

On this 5<sup>TH</sup> day of APRIL \_\_\_\_\_, 2013, before me personally appeared

Kevin D. Moll to me known to be the person described in and who executed the foregoing instrument as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

10-24-2016 My commission expires: (SEAL)

MARGARET MINER **NOTARY PUBLIC** STATE OF COLORADO

NOTARY ID 20084032871 MY COMMISSION EXPIRES OCTOBER 24, 2016

10-24-2016 My commission expires:

(SEAL)

4/2/13	Many. Delecuy
Date	Marie J. Belaney
STATE OF COLORADO :	SS:
On this 5th day of APRIL	, 2013, before me personally appeared
Marie J. Delaney to me known to be the pe	erson described in and who executed the foregoing
instrument as his free act and deed.	
In witness whereof, I have hereunto	set my hand and affixed my notarial seal the day and
year last above written.	
	Margaret Min

MARGARET MINER

**NOTARY PUBLIC** 

STATE OF COLORADO NOTARY ID 20084032871 MY COMMISSION EXPIRES OCTOBER 24, 2016 2 April 2013

Date Kurt R. Vogel

STATE OF COLORADO:

COUNTY OF BOULDER:

SS:

On this 574 day of APRIL, 2013, before me personally appeared Kurt R. Vogel to me known to be the person described in and who executed the foregoing instrument as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My commission expires: (SEAL)

Docket: 543212

MARGARET MINER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084032871
COMMISSION EXPIRES OCTOBER 24, 2016

Date

Michael J. Lochhead

STATE OF COLORADO:

COUNTY OF BOULDER:

On this 57th day of APRIL , 2013, before me personally appeared

Michael J. Lochhead to me known to be the person described in and who executed the foregoing instrument as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Margaret Miner Notary Public

MARGARET MINER NOTARY PUBLIC

STATE OF COLORADO NOTARY ID 20084032871 MY COMMISSION EXPIRES OCTOBER 24, 2016

Date

Jeffrey T. Ives

STATE OF COLORADO:

SS:

COUNTY OF BOULDER:

On this 5TH day of APRIL, 2013, before me personally appeared

Jeffrey T. Ives to me known to be the person described in and who executed the foregoing instrument as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Margaret Miner Notary Public

MARGARET MINER NOTARY PUBLIC

STATE OF COLORADO NOTARY ID 20084032871 MY COMMISSION EXPIRES OCTOBER 24, 2016

4/2/13 Date	John S. Dunn
STATE OF COLORADO COUNTY OF BOULDER	: : SS:
COUNTY OF BOULDER	:
On this 514 day of	APRIL , 2013, before me personally appeared
John S. Dunn to me known to be	the person described in and who executed the foregoing
instrument as his free act and deep	d.
In witness whereof, I have	hereunto set my hand and affixed my notarial seal the day an
year last above written.	
	Maraut Mun Notary Public

10-24-2016 My commission expires: (SEAL)

MARGARET MINER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084032871
MY COMMISSION EXPIRES OCTOBER 24, 2016

Keagan B. Rowley

STATE OF

COLORADO

SS:

COUNTY OF BOWDER

On this 57th day of APRIL , 2013, before me personally appeared

Keagan B. Rowley to me known to be the person described in and who executed the foregoing instrument as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

10-24-2016 My commission expires: (SEAL)