

## PATENT ASSIGNMENT COVER SHEET

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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>JAY TEICH</td> <td>09/02/2006</td> </tr> <tr> <td>ANDY NEILSON</td> <td>09/08/2006</td> </tr> <tr> <td>STEVE YOUNG</td> <td>09/11/2006</td> </tr> <tr> <td>JIM ORRELL</td> <td>09/08/2006</td> </tr> </tbody> </table>	Name	Execution Date	JAY TEICH	09/02/2006	ANDY NEILSON	09/08/2006	STEVE YOUNG	09/11/2006	JIM ORRELL	09/08/2006	
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ANDY NEILSON	09/08/2006										
STEVE YOUNG	09/11/2006										
JIM ORRELL	09/08/2006										
RECEIVING PARTY DATA											
Name:	SEAHORSE BIOSCIENCE										
Street Address:	16 ESQUIRE ROAD										
City:	BILLERICA										
State/Country:	MASSACHUSETTS										
Postal Code:	01862										
PROPERTY NUMBERS Total: 1											
Property Type	Number										
Application Number:	14150423										
CORRESPONDENCE DATA											
Fax Number: Email: bsuprise@goodwinprocter.com <i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i> Correspondent Name: GOODWIN PROCTER LLP Address Line 1: 53 STATE STREET Address Line 4: BOSTON, MASSACHUSETTS 02109											
ATTORNEY DOCKET NUMBER:	THI-005C1										
NAME OF SUBMITTER:	NATASHA C. US										
Signature:	/Natasha C. Us/										
Date:	01/29/2014										
Total Attachments: 3 source=THI-005C1_Assignment#page1.tif source=THI-005C1_Assignment#page2.tif source=THI-005C1_Assignment#page3.tif											

PATENT

ASSIGNMENT

WHEREAS, I, Jay Teich, Andy Neilson, Steve Young and Jim Orrell, have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

CELL ANALYSIS APPARATUS AND METHOD

and identified by Serial No. 11,486,440 filed in the United States Patent Office on July 13, 2006;  
and

WHEREAS, Seahorse Bioscience (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 16 Esquire Road, Billerica, Massachusetts 01862, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

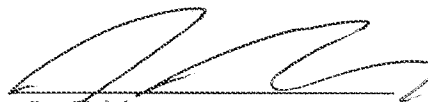
AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.


*IN TESTIMONY WHEREOF*, we have hereunto set our hands and affixed our seals on the date set forth below.

Inventor:

  
Jay Teich

Commonwealth of Massachusetts )  
County of ) ss


On this 02 day of Sept, 2006, before me, the undersigned Notary Public, personally appeared Jay Teich, proved to me through satisfactory evidence of identification, which was/were personally, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

  
Signature of Notary

(Seal)

My Commission Expires: April 28, 2011

Inventor:

  
Andy Neilson

Commonwealth of Massachusetts )  
County of ) ss

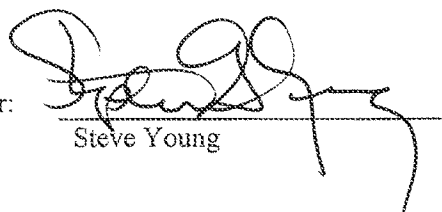
On this 8 day of Sept, 2006, before me, the undersigned Notary Public, personally appeared Andy Neilson, proved to me through satisfactory evidence of identification, which was/were personally, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

  
Signature of Notary

(Seal)


My Commission Expires: April 28, 2011

Inventor:

  
Steve Young

Commonwealth of Massachusetts )  
County of ) ss

On this 11 day of Sept, 2006, before me, the undersigned Notary Public, personally appeared Steve Young, proved to me through satisfactory evidence of identification, which was/were personally, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

  
Signature of Notary

(Seal)

My Commission Expires: April 28, 2011

Inventor:

  
Jim Orrell

Washington )  
County of ) ss

Subscribed and sworn to before me, by the above-named Jim Orrell this 8 day of Sept, 2006.

  
Signature of Notary

(Seal)

My Commission Expires: April 28, 2011

LIBC/2796041.1