# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
RAJARAM KRISHNAN	04/18/2013
DAVID CHARLOT	04/18/2013
EUGENE TU	04/16/2013
JAMES MCCANNA	04/26/2013
LUCAS KUMOSA	05/09/2013
PAUL SWANSON	04/23/2013
ROBERT TURNER	04/18/2013
KAI YANG	04/18/2013
IRINA DOBROVOLSKAYA	04/19/2013
DAVID LIU	04/18/2013

# **RECEIVING PARTY DATA**

Name:	BIOLOGICAL DYNAMICS, INC.	
Street Address:	9393 TOWNE CENTRE DRIVE, SUITE 140	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14201715

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 39563-706.304

NAME OF SUBMITTER: THERESE FUENTES

REEL: 032917 FRAME: 0383

<del>- PATENT -</del>

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/Therese Fuentes/		
05/16/2014		
Total Attachments: 3		
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PATENT REEL: 032917 FRAME: 0384

#### PATENT ASSIGNMENT

Docket Number 39563-706.201 / 39563-706.601

WHEREAS, the undersigned:

- KRISHNAN, Rajaram 9805 Judicial Dr., Apt 2442 San Diego, CA 92122
- 2. CHARLOT, David 1281 9th Avenue, Apt 2617 San Diego, CA 92101
- 3. TU, Eugene 3527 Lark Street San Diego, CA 92103
- 4. MCCANNA, James 7355 Calle Cristobal San Diego, CA 92126

- 5. KUMOSA, Lucas 15414 E. Powers Drive Centennial, CO 90015
- 6. SWANSON, Paul 10854 Susie Lane Santee, CA 92071
- 7. TURNER, Robert 3524 Jemez Drive San Diego, CA 92117
- 8. YANG, Kai 8933 Lombard Place #, Apt 216 San Diego, CA 92122

- DOBROVOLSKAYA, Irina
   3211 Caminito Eastbluff, Unit 10
   La Jolla, CA 92037
- 10. LIU, David 1722 Granada Avenue San Diego, CA 92102

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

### **NUCLEIC ACID SAMPLE PREPARATION**

- for which application serial number 13/864,179, filed on April 16, 2013 in the United States Patent Office;
- or which application serial number <a href="PCT/US2013/036845">PCT/US2013/036845</a>, filed on <a href="April 16">April 16</a>, 2013 in the U.S. Receiving Office of the Patent Cooperation Treaty;

(hereinafter, "Application(s)". The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>Biological Dynamics</u>, <u>Inc.</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>9393 Towne Centre Drive</u>, <u>Suite 140</u>, <u>San Diego</u>, <u>CA 92121</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

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## PATENT ASSIGNMENT

Docket Number 39563-706.201 / 39563-706.601

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 4/18/2013	Rájaran KRISHNAN	Date: 4/18/2613	David CHARLOT
Date: 4-16-13	Eugene/JU	Date: 4/26/B	James MCCANNA
Date: 4/23/13	Lucas KUMOSA	Date: 4/23/13	Paul SWANSON
Date: 04/18/13	Robert TURNER	Date: 04/18/2013	Kai YANG Yeng
Date: <u>69//9//3</u>	Dobrocolskaya  Irina DOBROVOLSKAYA	Date: 4/18/13	David LIU

PATENT ASSIGNMENT		Docket Number 39563-706.201 / 39563-706.601		
6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.  IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:				
Date:	Rajaram KRISHNAN	Date:	David CHARLOT	
Date:	Eugene TU	Date:	James MCCANNA	
Date: 5/9/2013	Lucas KUMOSA	Date:	Paul SWANSON	
Date:	Robert TURNER	Date:	Kai YANG	
Date:	Irina DOBROVOLSKAYA	Date:	David LIU	

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**RECORDED: 05/16/2014**