

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2880498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOFIRE DEFENSE, LLC	01/17/2014
RECEIVING PARTY DATA	
Name:	BIOFIRE DIAGNOSTICS, LLC
Street Address:	390 WAKARA WAY
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84108
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12467654
CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	919-854-1400
Email:	cfedornock@myersbigel.com
Correspondent Name:	MYERS BIGEL SIBLEY & SAJOVEC, P.A.
Address Line 1:	4140 PARKLAKE AVENUE, SUITE 600
Address Line 4:	RALEIGH, NORTH CAROLINA 27612
ATTORNEY DOCKET NUMBER:	1267-6TS
NAME OF SUBMITTER:	MARY L. MILLER
SIGNATURE:	/Mary L. Miller Reg. No. 39303/
DATE SIGNED:	06/02/2014
Total Attachments: 7	
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PATENT

Intellectual Property Assignment

This Intellectual Property Assignment (this "Assignment") is effective as of 12:03am Eastern Time on January 17, 2014 (the "Effective Time"), by and between BioFire Defense, LLC, a Delaware limited liability company ("Transferor"), and BioFire Diagnostics, LLC, a Delaware limited liability company ("Transferee"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Asset Transfer Agreement (defined below).

WHEREAS, Transferor and Transferee are parties to that certain Asset Transfer Agreement being executed simultaneously with the execution of this Assignment (as the same may be amended from time to time in accordance with its terms, the "Transfer Agreement"), pursuant to which, and subject to the terms and conditions set forth therein, Transferor has agreed to transfer, convey, assign and deliver to Transferee, and Transferee has agreed to acquire and accept from Transferor, all of Transferor's right, title and interest in and to, the intellectual property included in the Transferred Assets, including the patents and applications therefore, trademarks, service marks and domain names listed on Schedule I hereto and copyrights and know how

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee hereby agree as follows:

1. Assignment of Acquired Intellectual Property. On the terms and subject to the conditions of the Transfer Agreement, Transferor hereby sells, transfers, conveys, assigns and delivers to Transferee, and Transferee hereby purchases, acquires and accepts from Transferor, all of Transferor's right, title and interest in and to, the intellectual property included in the Transferred Assets, including the patents and applications therefore, trademarks, service marks and domain names listed on Schedule I hereto and copyrights and know how.

2. Transfer Agreement. This Assignment is being executed and delivered pursuant and subject to the Transfer Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, modify, enhance or expand any right, obligation, claim, protection or remedy under the Transfer Agreement. In the event of any conflict between this Assignment and the Transfer Agreement, the Transfer Agreement shall control.

3. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, and affiliates, but shall not be assignable by either party hereto without the prior written consent of the other party hereto.

4. Further Assurances. Each of Transferor and Transferee shall execute and deliver any and all agreements, instruments and other documents and take any and all actions as may be necessary or desirable to confirm and evidence the transfer of the Transferred Assets and the other transactions contemplated by this Agreement. If at any time after the date hereof the parties identify an asset that should have been a Transferred Asset but was not transferred to Transferee hereunder the parties shall take any and all actions as may be necessary or desirable to transfer such asset to Transferee for no consideration.

5. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to the laws that might be applicable under conflicts of laws principles of Delaware or any other jurisdiction.

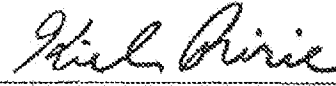
6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Any signature page delivered via facsimile or electronic transmission (e.g., PDF file) shall be binding to the same extent as an original signature page. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the Effective Time.

TRANSFEROR:

BioFire Defense, LLC

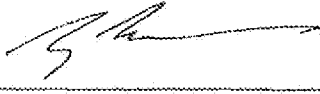
By: 

Name: Kirk M. Ririe

Title: Chief Executive Officer

TRANSFeree:

BioFire Diagnostics, LLC

By: 

Name: Randy Rasmussen

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

SCHEDULE I

Owned U.S. Patents:

Patent Title	Patent No.	Issue Date
SELF-CONTAINED BIOLOGICAL ANALYSIS	8,394,608	3-12-2013

Owned U.S. Patent Applications:





Patent Title	Publication / Serial No.	Filing Date
HIGH DENSITY SELF-CONTAINED BIOLOGICAL ANALYSIS (FilmArray)	U.S. Patent Publication No. 2010/0056383/ U.S. Patent No. 12/515,123	05-15-2009
RAPID EPIDEMIOLOGIC TYPING OF BACTERIA (FilmArray)	U.S. Patent Publication No. 2011/0076674/ U.S. Patent No. 12/467,654	05-18-2009
ORGANISM IDENTIFICATION PANEL (Unavailable on USPTO)	Publication unavailable/U.S. Patent Application No. 12/954,478	10-02-2009
SELF-CONTAINED BIOLOGICAL ANALYSIS (FilmArray)	U.S. Patent Publication 2013-0157349/U.S. App No. 13/765,249	02-12-2013
HIGH DENSITY SELF-CONTAINED BIOLOGICAL ANALYSIS	U.S. Patent Publication No. 2013-0137172/U.S. App. No. 13/751,560	01-28-2013
Induction PCR	Publication unavailable/U.S. Patent Application No. 61/900,329	11-5-2013

Owned Foreign Patents and Patent Applications:

Patent Title	Publication No.	Publication Date
SELF-CONTAINED BIOLOGICAL ANALYSIS	AU2006244187B2	2011-10-13
SELF-CONTAINED BIOLOGICAL ANALYSIS	AU2012200153	2013-01-10
SELF-CONTAINED BIOLOGICAL ANALYSIS	CA2607661A1	2006-11-16
HIGH DENSITY SELF-CONTAINED BIOLOGICAL ANALYSIS	CA2669943A1	2008-11-20
ORGANISM IDENTIFICATION PANEL	CA2683368A1	2008-10-09
SELF-CONTAINED BIOLOGICAL ANALYSIS	EP1920070A2	2008-05-14
HIGH DENSITY SELF-CONTAINED BIOLOGICAL ANALYSIS	EP2089543A2	2009-08-19
SELF-CONTAINED BIOLOGICAL ANALYSIS	JP2008539757	2006-05-08
HIGH-DENSITY SELF-CONTAINED BIOLOGICAL ANALYSIS	JP5266245	2013-05-10
LOADING VIALS (FilmArray)	PCT/US12/64286, published as WO 2013/074391	2012-11-09
MICROSPOTTING DEVICE (FilmArray)	PCT/US13/36939, published as WO 2013/58740	2013-10-24
MULTIPLE AMPLIFICATION CYCLE	PCT/US13/58752 (pending)	

Patent Title	Publication No.	Publication Date
DETECTION (FilmArray)		

U.S. Trademark and Service Mark Registrations:

Trademark/ Service Mark	Appl. SN No. / Reg. No./	Intl. Class	Registration Date
FILMARRAY	SN: 77083897 RN: 3761522	9	March 16, 2010
BIOFIRE	SN: 85699230	1, 5, 9, 42	Filing Date: August 8, 2012
BIOFIRE DIAGNOSTICS, INC.	SN: 85699250	1, 5, 9, 42	Filing Date: August 8, 2012
BIO  FIRE	SN: 85699261	1, 5, 9, 42	Filing Date: August 8, 2012
BIO  FIRE	SN: 85699268	1, 5, 9, 42	Filing Date: August 8, 2012
	SN: 85699280	1, 5, 9, 42	Filing Date: August 8, 2012
	SN: 85699295	1, 5, 9, 42	Filing Date: August 8, 2012
Igniting innovation	SN: 85809551	9	Filing Date: December 21, 2012
FilmArray	SN: 85/939258	1, 5, 9, 10	Filing Date: May 22, 2013

Foreign Trademark and Service Mark Registrations:

Trademark/Service Mark	Appl. SN No./ Reg. No./	Intl. Class	Registration date
BIOFIRE	EP 11669157	1, 5, 9, 10, 42	filed March 19, 2013
BIOFIRE DIAGNOSTICS, INC.	EP 11669249	1, 5, 9, 10, 42	filed March 19, 2013
BIOFIRE (AND DESIGN)	EP 11669298	1, 5, 9, 10, 42	filed March 19, 2013
FILMARRAY	EP (based on US 77083897)	9	filed May 22, 2013
BIOFIRE	CA 1622995	1, 5, 9, 10, 42	filed April 18, 2013
BIOFIRE DIAGNOSTICS, INC.	CA 1622996	1, 5, 9, 10, 42	filed April 18, 2013
BIOFIRE (AND DESIGN)	CA 1622997	1, 5, 9, 10, 42	filed April 18, 2013

Domain Names:

Domain Name	Expiration Date	Registrar
bcidpanel.com	6/30/2014	Network Solutions, LLC
bfdx.biz	6/30/2014	Network Solutions, LLC
bfdx.me	6/30/2014	Network Solutions, LLC

Domain Name	Expiration Date	Registrar
biofire.biz	8/29/2017	Network Solutions, LLC
biofire.me	6/30/2014	Network Solutions, LLC
biofire.mobi	6/30/2014	Network Solutions, LLC
biofire.pro	6/30/2014	Network Solutions, LLC
biofire.us.com	8/29/2017	Network Solutions, LLC
biofirediagnostics.biz	6/30/2014	Network Solutions, LLC
biofirediagnostics.com	5/10/2016	Network Solutions, LLC
biofirediagnostics.info	6/30/2014	Network Solutions, LLC
biofirediagnostics.net	6/30/2014	Network Solutions, LLC
biofirediagnostics.org	6/30/2014	Network Solutions, LLC
biofirediagnosticsucks.asia	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.biz	8/16/2014	Network Solutions, LLC
biofirediagnosticsucks.bz	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.co	8/16/2014	Network Solutions, LLC
biofirediagnosticsucks.co.uk	8/16/2016	Network Solutions, LLC
biofirediagnosticsucks.com	8/16/2014	Network Solutions, LLC
biofirediagnosticsucks.de	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.es	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.eu	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.eu.com	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.in	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.info	8/16/2014	Network Solutions, LLC
biofirediagnosticsucks.me	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.mobi	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.mx	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.name	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.org	8/16/2014	Network Solutions, LLC
biofirediagnosticsucks.tel	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.tv	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.us	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.us.com	8/16/2015	Network Solutions, LLC
biofirediagnosticsucks.xxx	8/16/2015	Network Solutions, LLC
biofiredx.com	6/21/2016	Network Solutions, LLC
biofiredx.net	6/21/2016	Network Solutions, LLC
biofiredx.org	6/21/2016	Network Solutions, LLC
biofiredxsucks.asia	8/16/2015	Network Solutions, LLC
biofiredxsucks.biz	8/16/2015	Network Solutions, LLC
biofiredxsucks.co	8/16/2015	Network Solutions, LLC
biofiredxsucks.co.uk	8/16/2016	Network Solutions, LLC
biofiredxsucks.com	8/16/2015	Network Solutions, LLC

Domain Name	Expiration Date	Registrar
biofiredxsucks.info	8/16/2015	Network Solutions, LLC
biofiredxsucks.mobi	8/16/2015	Network Solutions, LLC
biofiredxsucks.net	8/16/2015	Network Solutions, LLC
biofiredxsucks.org	8/16/2015	Network Solutions, LLC
biofiredxsucks.tv	8/16/2015	Network Solutions, LLC
biofiredxsucks.us	8/16/2015	Network Solutions, LLC
biofiredxsucks.us.com	8/16/2015	Network Solutions, LLC
biofiredxsucks.xxx	8/16/2015	Network Solutions, LLC
biofirendx.com	5/10/2016	Network Solutions, LLC
biofireu.com	2/22/2018	Network Solutions, LLC
biofireu.net	2/22/2018	Network Solutions, LLC
biofireu.org	2/22/2018	Network Solutions, LLC
bloodculture.net	6/30/2014	Network Solutions, LLC
bloodcultureidentification.com	6/30/2014	Network Solutions, LLC
fastpcr.net	6/30/2014	Network Solutions, LLC
filmarray.biz	6/30/2014	Network Solutions, LLC
filmarray.com	1/5/2016	Network Solutions, LLC
filmarray.net	6/30/2014	Network Solutions, LLC
filmarray.org	6/30/2014	Network Solutions, LLC
filmarray.pro	6/30/2014	Network Solutions, LLC
gipanel.com	6/30/2014	Network Solutions, LLC
highspeedpcr.com	6/30/2014	Network Solutions, LLC
klentaq.net	6/30/2014	Network Solutions, LLC
respiratorypanel.com	6/30/2014	Network Solutions, LLC
sepsispanel.com	6/30/2014	Network Solutions, LLC
stipanel.com	6/30/2014	Network Solutions, LLC
ultrafastpcr.com	6/30/2014	Network Solutions, LLC
biofireclinical.com	9/3/2016	Network Solutions, LLC
biofireclinical.net	9/3/2016	Network Solutions, LLC
filmarray.xxx	6/30/2014	Network Solutions, LLC
mybfdx.com	10/4/2018	Network Solutions, LLC
mybiofiredx.com	10/4/2018	Network Solutions, LLC