502908604 07/25/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2955201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
VINCENT SO	06/19/2014
LAURA MARTINSON	07/07/2014
CHAD GREEN	07/03/2014
MICHAEL SCOTT	06/27/2014

RECEIVING PARTY DATA

Name:	VIACYTE, INC.
Street Address:	3550 GENERAL ATOMICS COURT
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	29484356	

CORRESPONDENCE DATA

Fax Number:

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.

Email: jmyers@kilpatricktownsend.com

Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP Address Line 1: 1100 PEACHTREE STREET, SUITE 2800

Address Line 4: ATLANTA, GEORGIA 94111

ATTORNEY DOCKET NUMBER:	96183-903385	
NAME OF SUBMITTER:	DAVID A. HALL	
SIGNATURE:	/David A. Hall, Reg. No. 32233/	
DATE SIGNED:	07/24/2014	

Total Attachments: 2

source=96183-903385ASGMT#page1.tif source=96183-903385ASGMT#page2.tif

> **PATENT** REEL: 033396 FRAME: 0622 502908604

ASSIGNMENT (Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

"3-DIMENSIONAL LARGE CAPACITY CELL ENCAPSULATION DEVICE,"

filed with the U.S. Patent & Trademark Office on March 7, 2014

and assigned serial no. 29/484,356.

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

- Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to ViaCyte, Inc., a corporation of the State of Delaware having a principal place of business at 3550 General Atomics Court, San Diego, California 92121 ("Assignee"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and
 - (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C.

66207800V.1

ASSIGNMENT U.S. Serial No. 29/484,356 Attorney Docket No. 96183-002300US-903385 Page 2 of 2

§154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.

- Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
- 6. Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described patent application when known.

Signed on the dates indicated beside our signatures.

Signature:	Vincent Sp	Date: 6/19/14
Signature:	Ladra Martinson	Date: 07/07/2014
Signature:	Chad Green A	Date: <u>7/3/2014</u>
Signature:	Michael Scott	Date: 6-27-14

66207800V.1