

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3001546

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ASURAGEN, INC.	08/13/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	INTERPACE DIAGNOSTICS, LLC	
<b>Street Address:</b>	300 INTERPACE PARKWAY	
<b>Internal Address:</b>	MORRIS CORPORATE CENTER 1, BUILDING A	
<b>City:</b>	PARSIPPANY	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	07054	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13615066
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(267)430-7514	
<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>		
<b>Phone:</b>	610.640.5415	
<b>Email:</b>	machadol@pepperlaw.com	
<b>Correspondent Name:</b>	DANIEL M. SCOLNICK, PH.D.	
<b>Address Line 1:</b>	400 BERWYN PARK, 899 CASSATT ROAD	
<b>Address Line 2:</b>	PEPPER HAMILTON LLP	
<b>Address Line 4:</b>	BERWYN, PENNSYLVANIA 19312	
<b>ATTORNEY DOCKET NUMBER:</b>	136054.00601	
<b>NAME OF SUBMITTER:</b>	LISA M. MACHADO	
<b>SIGNATURE:</b>	/Lisa M. Machado/	
<b>DATE SIGNED:</b>	08/28/2014	
<b>Total Attachments: 8</b>		
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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “**Assignment**”) is made as of this 13th day of August, 2014, by and between Asuragen, Inc., a Delaware corporation (“**Seller**”), and Interpace Diagnostics, LLC, a Delaware limited liability company (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Seller owns the Patent Rights listed on Schedule A attached hereto and made a part hereof (collectively referred to herein as the “**Purchased Patents**”);

**WHEREAS**, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase and accept from Seller, all of Seller’s right, title and interest in and to the Purchased Patents.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement, this Assignment and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement, Seller hereby forever and irrevocably, without reservation, sells, transfers, conveys, assigns and delivers to Buyer all of Seller’s right, title and interest in and to the Purchased Patents, including the right to sue and recover for past, present or future infringements, misappropriations, dilution, unauthorized use or disclosure, or other conflict with any of the Purchased Patents, the same to be held and enjoyed by Buyer, for its own use and on behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which patents may be granted of the Purchased Patents as fully and entirely as the same would have been held and enjoyed by Seller had this sale and assignment not been made, and Buyer hereby accepts such sale, transfer, conveyance, assignment and delivery.
3. **Recordation.** Seller hereby authorizes the United States Commissioner of Patents and Trademarks and, as appropriate, the respective patent office or other

Governmental Authority in each jurisdiction other than the United States, to record this Assignment.

4. **Further Assurances.** Seller agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Assignment including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of patents or applications of Purchased Patents.
5. **Miscellaneous.**
  - (a) **Governing Law.** This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.
  - (b) **Amendment.** This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties.
  - (c) **Waiver.** Any term or condition of this Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by any Party of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise.
  - (d) **Recordation Expenses.** All costs and expenses associated with recording this Assignment shall be borne solely by Buyer.
  - (e) **Severability.** If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either Party under this Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable; (ii) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar

in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

- (f) **Counterparts.** This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

*[Signature page follows]*

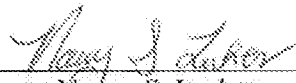
IN WITNESS WHEREOF, the Parties have duly executed this Assignment, as of the day and year first written above.

**Asuragen, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Interpace Diagnostics, LLC**

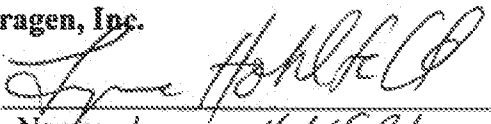
By: PDI, Inc., its sole member

By:  \_\_\_\_\_  
Name: Nancy S. Lurker  
Title: Chief Executive Officer

*[Signature Page to Patent Assignment Agreement]*

IN WITNESS WHEREOF, the Parties have duly executed this Assignment, as of the day and year first written above.

Asuragen, Inc.

By:   
Name: Lynne Holtfeld  
Title: CFO

Interpace Diagnostics, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

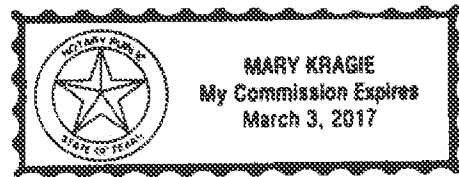
*[Signature Page to Patent Assignment Agreement]*

**PATENT**  
**REEL: 033647 FRAME: 0653**

STATE OF Texas )  
                                  } ss  
COUNTY OF Travis )

On this 13<sup>th</sup> day of August, 2014, before me personally appeared Lynne Hohfeld, to me personally known, who, being duly sworn, did say that he/she is the CEO of Asuragen, Inc. and that he/she duly executed the foregoing instrument for and on behalf of Asuragen, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Mary Kragie  
Notary Public  
Expiration Date: March 3, 2017



# SCHEDULE A

## PURCHASED PATENTS

Asuragen Ref.	App. No. Patent No.	Filing Date Issue Date	Title	Country
ASUR:012WO	PCT/US07/78936 NA	09/19/2007 NA	MicroRNAs Differentially Expressed in Pancreatic Disease and Uses Thereof	PCT
ASUR:012AU	2007299828 NA	9/19/2007 NA	MicroRNAs Differentially Expressed in Pancreatic Disease and Uses Thereof	AU
ASUR:012CA	2,664,383 NA	9/19/2007 NA	MicroRNAs Differentially Expressed in Pancreatic Disease and Uses Thereof	CA
ASUR:012EP.D1	12159733 NA	9/19/2007 NA	MicroRNAs Differentially Expressed in Pancreatic Disease and Uses Thereof	EU
ASUR:012EP.D2	NA NA	NA NA	MicroRNAs Differentially Expressed in Pancreatic Disease and Uses Thereof	EU
ASUR:012JP	2009-529373 5520605	9/19/2007 4/11/2014	MicroRNAs Differentially Expressed in Pancreatic Disease and Uses Thereof	JP
ASUR:012USP1	60/826,173 NA	09/19/2006 NA	MicroRNAs Differentially Expressed in Pancreatic Disease and Uses Thereof	US
ASUR:012US	11/857,948 NA	9/19/2007 NA	MicroRNAs Differentially Expressed in Pancreatic Disease and Uses Thereof	US
ASUR:P0038WO	PCT/US11/61237 NA	11/17/2011 NA	MiRNAs as Biomarkers for Distinguishing Benign from Malignant Thyroid Neoplasms	PCT
ASUR:P0038AU	2011329772 NA	11/17/2011 NA	MiRNAs as Biomarkers for Distinguishing Benign from Malignant Thyroid Neoplasms	AU
ASUR:P0038BR	1120130122650 NA	11/17/2011 NA	MiRNAs as Biomarkers for Distinguishing Benign from Malignant Thyroid Neoplasms	BR
ASUR:P0038CA	2817882 NA	11/17/2011 NA	MiRNAs as Biomarkers for Distinguishing Benign from Malignant Thyroid Neoplasms	CA
ASUR:P0038EPD1	14150739.2 NA	11/17/2011 NA	MiRNAs as Biomarkers for Distinguishing Benign from Malignant Thyroid Neoplasms	EU
ASUR:P0038IL	226356 NA	11/17/2011 NA	MiRNAs as Biomarkers for Distinguishing Benign from Malignant Thyroid Neoplasms	IL
ASUR:P0038JP	2013540026 NA	11/17/2011 NA	MiRNAs as Biomarkers for Distinguishing Benign from Malignant Thyroid Neoplasms	JP
ASUR:P0038US.P1	61/414,778 NA	11/17/2010 NA	MiRNAs as Biomarkers for Distinguishing Benign from Malignant Thyroid Neoplasms	US

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ASUR.P0038US	13/299,226 NA	11/17/2011 NA	MiRNAs as Biomarkers for Distinguishing Benign from Malignant Thyroid Neoplasms	US
ASUR.P0039USP1	61/534,332 NA	09/13/2011 NA	Methods and Compositions Involving miR-135B for Distinguishing Pancreatic Cancer from Benign Pancreatic Disease	US
ASUR.P0039USP2	61/536,486 NA	09/19/2011 NA	Methods and Compositions Involving miR-135B for Distinguishing Pancreatic Cancer from Benign Pancreatic Disease	US
ASUR.P0039US	13/615,066 NA	9/13/2012 NA	Methods and Compositions Involving miR-135B for Distinguishing Pancreatic Cancer from Benign Pancreatic Disease	US
ASUR.P0041.P1	61/552,451 NA	10/27/2011 NA	miRNAs as Diagnostic Biomarkers to Distinguish Benign from Malignant Thyroid Tumors	US
ASUR.P0041.P2	61/552,762 NA	10/27/2011 NA	miRNAs as Diagnostic Biomarkers to Distinguish Benign from Malignant Thyroid Tumors	US
ASUR.P0041US	13/662,450 NA	10/27/2012 NA	miRNAs as Diagnostic Biomarkers to Distinguish Benign from Malignant Thyroid Tumors	US
ASUR.P0041WO	PCT/US2012/062330 NA	10/27/2012 NA	miRNAs as Diagnostic Biomarkers to Distinguish Benign from Malignant Thyroid Tumors	
ASUR.P0041EP	12787991.4 NA	10/27/2012 NA	miRNAs as Diagnostic Biomarkers to Distinguish Benign from Malignant Thyroid Tumors	EU
ASUR.P0043US.P1	61/709,411 NA	10/04/2012 NA	Diagnostic minas for Differential Diagnosis of Incidental Pancreatic Cystic Lesions	US
ASUR.P0043US.P2	61/716,396 NA	10/19/2012 NA	Diagnostic minas for Differential Diagnosis of Incidental Pancreatic Cystic Lesions	US
ASUR.P0043US	13/801,737 NA	3/13/2013 NA	Diagnostic minas for Differential Diagnosis of Incidental Pancreatic Cystic Lesions	US
ASUR.P0043WO	PCT/US2013/030990 NA	3/13/2013 NA	Diagnostic minas for Differential Diagnosis of Incidental Pancreatic Cystic Lesions	WO