

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3041197

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AU	08/27/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AUTOGENOMICS, INC.	
<b>Street Address:</b>	2711 CENTERVILLE ROAD, STE 400	
<b>City:</b>	WILMINGTON	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19808	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	7776195
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(949)943-8358	
<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>	9499438300	
<b>Email:</b>	mnuguid@fishiplaw.com	
<b>Correspondent Name:</b>	FISH & TSANG LLP ROBERT FISH, ESQ.	
<b>Address Line 1:</b>	2603 MAIN STREET, STE 1000	
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614	
<b>ATTORNEY DOCKET NUMBER:</b>	100788.0009US	
<b>NAME OF SUBMITTER:</b>	ROBERT D. FISH, ESQ.	
<b>SIGNATURE:</b>	/Robert D. Fish. Esq/	
<b>DATE SIGNED:</b>	09/26/2014	
<b>Total Attachments: 5</b>		
source=Patent Assignment, signed 2014-08-27#page1.tif		
source=Patent Assignment, signed 2014-08-27#page2.tif		
source=Patent Assignment, signed 2014-08-27#page3.tif		
source=Patent Assignment, signed 2014-08-27#page4.tif		
source=Patent Assignment, signed 2014-08-27#page5.tif		

## PATENT ASSIGNMENT

**WHEREAS**, the Assignor, Autogenomics, Inc., a California Corporation, (referred to hereinafter as "ASSIGNOR"), has acquired by mesne conveyances from named inventor(s) and others, all right, title and interest in, to and under the ASSETS listed in Exhibit A;

**WHEREAS**, Autogenomics, Inc, a Delaware corporation having a corporate mailing address at 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808, (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

**NOW, THEREFORE**, for good and valuable consideration, as set forth in the Merger Agreement reflected in Certificate of Merger attached hereto as Exhibit B, ASSIGNOR hereby sells, assigns, transfers and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment, including Licensee signing of any appropriate waivers and otherwise assisting in transferring patent prosecution and maintenance to counsel of Licensor's choosing.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR(S) and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement is *nunc pro tunc* effective October 1, 2008.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

For Autogenomics, Inc, a California Corporation (Assignor)

Saeed Lurshay  
Name:

Dated: August 27<sup>th</sup> 2014

Title: President & CEO

For Autogenomics, Inc, a Delaware Corporation (Assignee)

Saeed Lurshay  
Name:

Dated: August 27<sup>th</sup> 2014

Title: President & CEO

## EXHIBIT A

Matter ID	Issued Patent	Application No.	Status	Title
100788.0006US	n/a	10/513458	Pending	Multi-Reagent Pack
100788.0004US	7776571	10/495554	Issued	Multi-Substrate Biochip Unit
100788.0008US	7776195	10/513459	Issued	Integrated Sample Processing Platform
100788.0009US	7429360	10/509986	Issued	Level-Controlled Pipette for Automated Analytic Devices
100788.0011US	7666819	10/513485	Issued	Integrated Micro Array System and Methods Therefor
100788.0012US2	7736888	10/346879	Issued	Stage and Platform for Building a Biochip, and Biochip
100788.0021US1	6183963	09/177359	Issued	Detection of CYP3A4, BYP2D6 and NAT2 Variants and Therapeutic Uses Thereof
100788.0026US	8691508	12/517984	Issued	Concurrent Analysis of Multiple Patient Samples Using Solid Phase Addressable Multiplex Test with High Signal-to-Noise Ratio
100788.0030US	7531305	10/511284	Issued	Human Papilloma Virus Detection with DNA Microarray

**Exhibit B**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:30 PM 11/03/2008  
FILED 02:30 PM 11/03/2008  
SRV 081087202 - 4559164 FILE

**CERTIFICATE OF MERGER OF  
AUTOGENOMICS, INC., A CALIFORNIA CORPORATION  
WITH AND INTO  
AUTOGENOMICS, INC., A DELAWARE CORPORATION**

Pursuant to Section 252 of the General Corporation Law of the State of Delaware (the "DGCL"), the undersigned hereby certifies as follows:

**FIRST:** The name and jurisdiction of each of the constituent corporations is as follows:

AutoGenomics, Inc., a Delaware corporation ("**AutoGenomics-Delaware**")  
AutoGenomics, Inc., a California corporation ("**AutoGenomics-California**")

**SECOND:** The Agreement and Plan of Merger, dated October 1, 2008, by and between AutoGenomics-Delaware and AutoGenomics-California (the "**Merger Agreement**"), has been approved, adopted, executed and acknowledged by each of the constituent corporations pursuant to Section 252 of the DGCL (and, with respect to AutoGenomics-Delaware, Section 228 of the DGCL).

**THIRD:** The "**Effective Time**" of the merger shall be the time of the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

**FOURTH:** The name of the surviving corporation is "AutoGenomics, Inc." (the "**Surviving Corporation**"). The Certificate of Incorporation of AutoGenomics-Delaware shall be amended at the Effective Time to read in its entirety in the form set forth as Exhibit A and, as so amended, shall be the Certificate of Incorporation of the Surviving Corporation.

**FIFTH:** The authorized stock and par value of AutoGenomics-California is 50,000,000 shares of common stock, no par value per share, and 20,000,000 shares of preferred stock, no par value per share.

**SIXTH:** The executed Merger Agreement is on file at 2251 Rutherford Road, Carlsbad, California 92008, an office of the Surviving Corporation.

**SEVENTH:** A copy of the Merger Agreement will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by an authorized officer, the 3rd day of November, 2008.

AUTOGENOMICS, INC.  
(a Delaware corporation)

By: *Fareed Kureshy*  
Fareed Kureshy  
President and Chief Executive Officer

AUTOGENOMICS, INC.  
(a California corporation)

By: *Fareed Kureshy*  
Fareed Kureshy  
President and Chief Executive Officer

LA1913843.1