

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3081854

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AUEON, INC.	10/09/2014
RECEIVING PARTY DATA		
Name:	TOMA BIOSCIENCES, INC.	
Street Address:	353 E. VINTAGE PARK DRIVE	
City:	FOSTER CITY	
State/Country:	CALIFORNIA	
Postal Code:	94404	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
PCT Number:	US2009056101	
Application Number:	61094855	
Application Number:	61155477	
Application Number:	61173179	
Application Number:	61231287	
Application Number:	14027102	
Application Number:	14075996	
Application Number:	14075984	
Application Number:	13060425	
CORRESPONDENCE DATA		
Fax Number:	(650)493-6811	
<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>		
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Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI	
Address Line 1:	650 PAGE MILL ROAD	
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ATTORNEY DOCKET NUMBER:	44288-700	
NAME OF SUBMITTER:	MONICA FRANKLIN	
SIGNATURE:	/Monica Franklin/	

PATENT

DATE SIGNED:	10/27/2014
Total Attachments: 2 source=AUEON2TOMA_ASSIGNMENT#page1.tif source=AUEON2TOMA_ASSIGNMENT#page2.tif	

CORPORATE TO CORPORATE ASSIGNMENT

Docket Number 44288-700

WHEREAS, Aueon, Inc. (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") as set forth in Annex A hereto (hereinafter "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the application(s) in Annex A.

WHEREAS, TOMA Biosciences, Inc., a corporation of the State of Delaware, having a place of business at 353 E. Vintage Park Drive, Foster City, CA 94404, (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 Assignor to have been received in full from said Assignee:

1. Said Assignor does 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; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Assignor hereby covenants and agrees 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 the Assignor 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 the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said 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.

3. 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 the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants, represents and covenants that said Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Assignor hereby requests 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.

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 Assignor has executed and delivered this instrument to said Assignee as of the date written below.

ASSIGNOR: Aueon, Inc.

Date: 10/29/94

By: 

Name: Dietrich A. Stephan, PhD

Title: President and CEO

RECEIVED AND AGREED TO BY ASSIGNEE: TOMA Biosciences, Inc.

Date: 10/24/94

By: 

Name: Michael Lucero

Title: CEO

Annex A

WSGR Ref. No.	Country	Application Number	Filing Date	Pub. No. / (Patent No.)	Pub. Date / (Issue Date)	Title	Status
37403-701.611	European Patent Convention	09812316.9	09/04/09	2318552	05/11/11	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Published
37403-701.601	Patent Cooperation Treaty	US2009/56101	09/04/09	10/028288	03/11/10	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Lapsed
37403-701.641	United Kingdom	1008930.8	09/04/09	2467691	08/11/10	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Lapsed
37403-701.101	United States of America	61/094,855	09/05/08			METHODS FOR ANNOTATING CANCER DRUG TREATMENT OPTIONS	Expired
37403-701.102	United States of America	61/155,477	02/25/09			METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Expired
37403-701.103	United States of America	61/173,179	04/27/09			METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Expired
37403-701.104	United States of America	61/231,287	08/04/09			METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	Expired
37403-701.301	United States of America	14/027,102	09/13/13	2014-0080733	03/20/14	USE OF MARKER PANELS FOR STRATIFYING DRUG TREATMENT OPTIONS	Published
37403-701.302	United States of America	14/075,996	11/08/13	2014-0141980	05/22/14	STRATIFYING AND ANNOTATING A CLINICAL PRACTICE GUIDELINE	Published
37403-701.303	United States of America	14/075,984	11/08/13	2014-0141426	05/22/14	SEQUENCING FORMALIN FIXED PARAFFIN EMBEDDED SAMPLES	Published
37403-701.831	United States of America	13/060,425	06/02/11	2011-0230360 (8,583,380)	9/22/11 (11/12/13)	METHODS FOR STRATIFYING AND ANNOTATING CANCER DRUG TREATMENT OPTIONS	ISSUED