

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT3147211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
REPROGENETICS, LLC, A NEW JERSEY LIMITED LIABILITY COMPANY	12/15/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	REPROGENETICS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
<b>Street Address:</b>	3 REGENT STREET
<b>City:</b>	LIVINGSTON
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07039

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	8818734

**CORRESPONDENCE DATA**

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<b>ATTORNEY DOCKET NUMBER:</b>	093019-0014
<b>NAME OF SUBMITTER:</b>	ULRIKA E. MATTSSON
<b>SIGNATURE:</b>	/Ulrika E. Mattsson/
<b>DATE SIGNED:</b>	12/15/2014

**Total Attachments: 4**

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 source=reprogenetics patent nj to delaware#page4.tif

## **PATENT ASSIGNMENT**

This Patent Assignment (this "Patent Assignment") is effective as of December 15, 2014 and is between Reprogenetics, LLC, a New Jersey limited liability company (the "Assignor") and Reprogenetics, LLC, a Delaware limited liability company, located at 3 Regent Street, Livingston, New Jersey (the "Assignee").

### **RECITALS**

A. The Assignor is the owner of the patent set forth on Schedule A hereto (the "Patent");

B. Pursuant to the terms of that certain Asset Purchase Agreement by and among the Assignor and the Assignee dated as of November 26, 2014 (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Patent to the Assignee; and

C. The Assignor desires to assign all of its right, title and interest in and to the Patent to the Assignee and the Assignee desires to acquire the Patent.

### **AGREEMENTS**

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, right, title and interest in and to the Patent, and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions, and foreign patents and patent applications related thereto, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which the said Patent are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of the same, with the right to sue for past and future damages.

2. The Assignor hereby requests the Commissioner for Patents at the U.S. Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Patents to record this Patent Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all patents resulting from applications among the Patent or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Patent Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Patent in the Assignee or which may be necessary to obtain, renew, issue or enforce the Patent.

5. This Patent Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

7. No amendment of any provision of this Patent Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Patent Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Patent Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Patent Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Reprogenetics, LLC

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

ASSIGNEE:

Reprogenetics, LLC

By: \_\_\_\_\_  
Name: Greg Radke  
Title: Vice President & Secretary

{SIGNATURE PAGE TO PATENT ASSIGNMENT}

**Schedule A**

<b>Title</b>	<b>Filing Number (Filing Date)</b>	<b>Patent Number (Issue Date)</b>
Peptide Ligands for Sperm DNA Fragmentation Assay	13/300,195 (11/18/2011)	8,818,734 (08/26/2014)

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