503259792 04/10/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3306410

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ACCEL BIOTECH, INC.	03/24/2015

RECEIVING PARTY DATA

Name:	GENEWEAVE BIOSCIENCES, INC.	
Street Address:	983 UNIVERSITY AVENUE	
Internal Address:	BLDG. B200	
City:	LOS GATOS	
State/Country:	CALIFORNIA	
Postal Code:	95032	

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	61983765
Application Number:	14617631

CORRESPONDENCE DATA

Fax Number: (703)456-8100

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.

Phone: 7034568000

Email: JDRAKE@COOLEY.COM, JSCOTT@COOLEY.COM,

rphelan@cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 1299 PENNSYLVANIA AVENUE
Address Line 2: SUITE 700 ATTN: PATENT GROUP

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	GEWE-002/03US 317454-2013
NAME OF SUBMITTER:	JEREMY D. BINSTOCK
SIGNATURE:	/Jeremy Binstock/
DATE SIGNED:	04/10/2015

Total Attachments: 5

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PATENT REEL: 035384 FRAME: 0361

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> PATENT REEL: 035384 FRAME: 0362

ASSIGNMENT OF PATENT RIGHTS (Company to Company)

Accel Biotech, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 103 Cooper Court, Los Gatos, CA 95032 (herein referred to as "Assignor") owns the entire right, title and interest in any Letters Patent(s) ("said patent(s)") and any Patent application(s) ("said application(s)") set forth below, as well as any invention(s) ("said invention(s)") disclosed in said application(s) and said patent(s) entitled REAGENT CARTRIDGE AND METHODS FOR DETECTION OF CELLS, and which is a:

(1)	provisional application (a) to be filed herewith; or (b) bearing Application No. 61/983,765, and filed on April 24 2014;
(2)	 ∑ non-provisional application (a)
(3)	 ∑ non-provisional application

WHEREAS, GeneWeave Biosciences, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 983 University Avenue, Bldg. B200, Los Gatos, CA 95032 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), and the entire right, title, and interest in and to any Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), the right to

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recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), the entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), the entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference proceedings, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

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Date: 3/29/2015 By: 1/0/0
A notary public or other officer completing this A notary public or other officer completing this certificate verifies only the identity of the individual certificate is who signed the document to which this certificate is attained, and not the tradiciones, accuracy, or validity of that document.
State of $(MGOLOVA)$) ss. County of $SAVR (MV)$ ss. On $03/24/2015$ before me, $PVFADW$. Notary
Public, personally appeared BWG KCANDEN, who proved to me
on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WITNESS my hand and official seal. Santa Clara County My Comm. Expires Nov 6, 2015
Signature of Notary Public Place Notary Seal Above
My Commission Expires: 1006-205

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Date: 4-2-15 By: 52 7/2		
Name: STEVE TABLAK		
Title: ८९० Company: GeneWeave Biosciences, In c.		
And good dealers of the mind of the control of the		
State of		
County of) ss.		
County of		
On, before me,, Notary	y	
Public, personally appeared, who proved to me	9	
on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the		
within instrument and acknowledged to me that he/she/they executed the same in his/her/their		
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), o	r	
the entity upon behalf of which the person(s) acted, executed the instrument.		
I certify under PENALTY OF PERJURY under the laws of the State of California that the	е	
foregoing paragraph is true and correct.		
WITNESS my hand and official seal.		
WITNESS my hand and official seal.		
Signature of Notary Public Place Notary Seal Above		
My Commission Expires:		

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A notary public or other officer completing this certificate document to which this certificate is attached, and not ti	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California) County of Santa Clara) On April 2, 2015 before me, Date personally appeared Steve Tablak	Pamela Salsgiver Here Insert Name and Title of the Officer
personally appeared <u>office tablak</u>	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/awa ledged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s), tted, executed the instrument.
PAMELA SALSGIVER COMM. # 2022396 HOTARY PUBLIC-CALFORNIA SANTA CLARA CHINTY	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	TIONAL information can deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document: <u>A会ganment で</u> Number of Pages: Signer(s) Other Than	Palat Rights Document Date: 4/2/15 Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
□ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other:	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:
	•
Signer is Hepresenting:	Other: Signer Is Representing:

PATENT REEL: 035384 FRAME: 0367

RECORDED: 04/10/2015