

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3328069

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INVENTION ASSIGNMENT AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GERARDO FERNANDEZ	04/28/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AUREON LABORATORIES, INC.
<b>Street Address:</b>	28 WELLS AVENUE
<b>City:</b>	YONKERS
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10701
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13754097
Application Number:	13195750
Application Number:	61456009
Application Number:	61455988
Application Number:	61400657
Application Number:	61400642
PCT Number:	US2011046149
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(914)288-0023
<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>	914-288-0022
<b>Email:</b>	USPTO@LEASONELLIS.COM
<b>Correspondent Name:</b>	ELIZABETH BARNHARD, LEASON ELLIS, LLP.
<b>Address Line 1:</b>	ONE BARKER AVENUE
<b>Address Line 2:</b>	FIFTH FLOOR
<b>Address Line 4:</b>	WHITE PLAINS, NEW YORK 10601
<b>ATTORNEY DOCKET NUMBER:</b>	10043/002835-US1
<b>NAME OF SUBMITTER:</b>	ALMA D. CLEMENA FOR EB
<b>SIGNATURE:</b>	/Alma D. Clemena/
<b>DATE SIGNED:</b>	04/27/2015

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**Total Attachments: 4**

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**EMPLOYEE CONFIDENTIALITY, INVENTION ASSIGNMENT  
AND NON-COMPETE AGREEMENT**

As a condition of my employment by Aureon Laboratories, Inc, a Delaware corporation (the "Company"), and effective as of the date that employment by the Company first commenced, the undersigned agrees as follows:

1. Nondisclosure of Confidential Information. I will not, without the prior written consent of (i) an executive officer of the Company, in the event that I am not an executive officer of the Company, and (ii) the Board of Directors of the Company, in the event that I am an executive officer of the Company, divulge to unauthorized persons, or use for any unauthorized purpose, either during or after the term of my employment, any "Confidential Information" (as defined below) connected with the business of the Company or any of its suppliers or customers.

"Confidential Information" shall mean (i) any trade secrets and proprietary information of the Company which shall include all of the computer software and programs (including object and source code), the computer software and database technologies, systems, structures and architectures and the processes, formulae, compositions and improvements developed, acquired, owned or produced at any time by the Company or its affiliates; (ii) information marked or designated by the Company as confidential; (iii) information, whether or not in written form and whether or not designated as confidential, which is known to me as being treated by the Company as confidential which shall include all information and material relating to the business of the Company, or any affiliate thereof, including information as to plans, policies, corporate developments, products, services, methods of doing business, procedures, suppliers and customers, that is competitively sensitive and is not generally available to the public; and (iv) information provided to the Company by third parties which the Company is obligated to keep confidential. The term "Confidential Information" shall also include, but is not limited to, all inventions, improvements, discoveries, devices, compositions, formulae, ideas, designs, drawings, specifications, techniques, data, computer programs, processes, know-how, customer lists, marketing, product development and other business plans, legal affairs and financial and technical information. Notwithstanding the foregoing, Confidential Information shall not include any information which is or hereafter becomes known to the public through no fault of my own, from and after the date of such public disclosure, or any information known to me prior to the date of this Agreement.

2. Property of the Company. All notes, memoranda, reports, drawings, blueprints, manuals, materials, data and other papers and records of every kind which shall come into my possession at any time after the commencement of my employment with the Company, relating to any Inventions or Confidential Information, shall be the sole and exclusive property of the Company. This property shall be surrendered to the Company upon termination of my employment with the Company, or upon request by the Company, at any other time either during or after the termination of such employment. I further agree that in the event of termination of my employment with the Company I will execute a Termination Certificate, substantially in the form attached hereto as Exhibit 1.

3. Inventions.

3.1 Disclosure. I shall disclose promptly to an officer or to attorneys of the Company in writing any idea, invention, work of authorship, whether patentable or unpatentable, copyrightable or uncopyrightable, including, but not limited to, any computer program, software, command structure, code, documentation, compound, genetic or biological material, formula, manual, device, improvement, method, process, discovery, concept, algorithm, development, secret process, machine or contribution (any of the foregoing items hereinafter referred to as an "Invention") I may conceive, make, develop or work on, in whole or in part, solely or jointly with others. The disclosure required by this Section applies (a) during the period of my employment with the Company and for one year thereafter; (b) with respect to all Inventions whether or not they are conceived, made, developed or worked on by me during my regular hours of employment with the Company; (c) whether or not the Invention was made at the suggestion of the Company; (d) whether or not the Invention was reduced to drawings, written description, documentation, models or other tangible form; and (e) whether or not the Invention is related to the general line of business engaged in by the Company. The Company agrees that it will take reasonable precautions to keep Inventions disclosed to it pursuant to this Section 3.1 in strictest confidence and shall not use any Inventions for its own advantage unless those Inventions are assigned to the Company pursuant to Section 3.2 or otherwise.

3.2 Assignment of Inventions to Company; Exemption of Certain Inventions. I hereby assign to the Company without royalty or any other further consideration my entire right, title and interest in and to all Inventions which I conceive, make, develop or work on during the period of my employment with the Company and for one year thereafter, except those Inventions that I develop entirely on my own time after the date of this Agreement without using the Company's equipment, supplies, facilities or trade secret information unless those Inventions either (a) relate at the time of conception or reduction to practice of the Invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or (b) result from any work performed by me for the Company.

3.3. Records. I will make and maintain adequate and current written records of all Inventions covered by Section 3.1. These records shall be and remain the property of the Company.

3.4 Patents. Subject to Section 3.2, I will assist the Company in obtaining, maintaining and enforcing patents and other proprietary rights in connection with any Invention covered by Section 3.1. I further agree that my obligations under this Section 3.4 shall continue beyond the termination of my employment with the Company, but if I am called upon to render such assistance after the termination of such employment, I shall be entitled to a fair and reasonable rate of compensation for such assistance. I shall, in addition, be entitled to reimbursement of any expenses incurred at the request of the Company relating to such assistance.

3.5 Prior Contracts and Inventions; Information Belonging to Third Parties. I represent that, except as set forth on Exhibit 2 hereto, there are no other contracts to assign

Inventions that are now in existence between any other person or entity and me. I further represent that (a) I am not obligated under any consulting, employment or other agreement which would affect the Company's rights or my duties under this Agreement, (b) there is no action, investigation, or proceeding pending or threatened, or any basis therefor known to me involving my prior employment or any consultancy or the use of any information or techniques alleged to be proprietary to any former employer, and (c) the performance of my duties as an employee of the Company will not breach, or constitute a default under any agreement to which I am bound, including, without limitation, any agreement limiting the use or disclosure of proprietary information acquired in confidence prior to engagement by the Company. I will not, in connection with my employment by the Company, use or disclose to the Company any confidential, trade secret or other proprietary information of any previous employer or other person to which I am not lawfully entitled. As a matter of record, I attach as Exhibit 3 of this Agreement a brief description of all Inventions made or conceived by me prior to my employment with the Company which I desire to be excluded from this Agreement.

4. Noncompetition. During the term of my employment by the Company, and for twelve (12) months following the termination of my employment for any reason, whether by voluntary resignation or involuntary termination, I will not without the prior written approval of (i) an executive officer of the Company, in the event that I am not an executive officer of the Company, and (ii) the Board of Directors of the Company, in the event that I am an executive officer of the Company, directly or indirectly (a) engage in any other professional employment with or consulting for any business whose primary activity is in the tissue pathology sector; or (b) directly or indirectly participate in or assist any business which is a current or potential supplier, customer or competitor of the Company.

5. Nonsolicitation. During the term of my employment with the Company and for a period of twelve (12) months thereafter, I will not directly or indirectly (a) solicit or encourage, or cause others to solicit or encourage, any employees of the Company to terminate their employment with the Company; or (b) solicit or encourage, or cause others to solicit or encourage, any customer, vendor or supplier to cease doing business with the Company.

6. Miscellaneous.

6.1 Governing Law. This Agreement shall be construed under and governed by the laws of the State of New York applicable to contracts entered into and wholly to be performed in New York by New York residents.

6.2 Enforcement. If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

6.3 Injunctive Relief; Consent to Jurisdiction. I acknowledge that the Company will suffer substantial damages not readily ascertainable or compensable in terms of money in the event of the breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to

the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. I hereby submit myself to the jurisdiction of the courts of the State of New York for purposes of any such action. I further agree that service upon me in any such action or proceeding may be made by first class mail, certified or registered, to my address as last appearing on the records of the Company. I agree that the prevailing party in any action or proceeding to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which it may be entitled.

6.4 Waiver. The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

6.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties.

6.6 Headings. The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

6.7 Modifications. All modifications to this Agreement must be in writing and signed by the party against whom enforcement of such modification is sought.

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

IN WITNESS WHEREOF, I have executed this document as of the 28 day of April, 2006

Gerardo Fernandez  
Employee Printed Name

  
Employee Signature