

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3444926

| | |
|---|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CATHERINE A SCHNABEL | 11/14/2014 |
| YI ZHANG | 11/14/2014 |
| MARK G ERLANDER | 11/14/2014 |
| RECEIVING PARTY DATA | |
| Name: | BIOETHERANOSTICS, INC. |
| Street Address: | 9640 TOWNE CENTRE DR. |
| Internal Address: | #200 |
| City: | SAN DIEGO |
| State/Country: | CALIFORNIA |
| Postal Code: | 92121 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| PCT Number: | US1533047 |
| Application Number: | 14724732 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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> | |
| Phone: | 323-715-9950 |
| Email: | hollylogue@loguepc.com |
| Correspondent Name: | HOLLY LOGUE |
| Address Line 1: | 832 N SIERRA BONITA AVE |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90046 |
| NAME OF SUBMITTER: | HOLLY LOGUE |
| SIGNATURE: | /Holly Logue/ |
| DATE SIGNED: | 07/18/2015 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 3 | |
| source=Assignment and Dec 11-14-14#page1.tif | |

source=Assignment and Dec 11-14-14#page2.tif

source=Assignment and Dec 11-14-14#page3.tif

COMBINED ASSIGNMENT AND DECLARATION

WE, Catherine A. Schnabel, a citizen of the United States of America, having an address at 2795 Ridgeway Row, La Jolla, CA 92037; Yi Zhang, a citizen of China, having an address at 15241 Cayenne Creek Ct, San Diego, CA 92127; and Mark G. Erlander, a citizen of the United States of America, having an address at 6770 Camino del Prado, Carlsbad, CA 92011, hereby declare that:

U.S. Appln. Ser. No. 62/004,471 was made or authorized to be made by us;

We believe that we are the original joint inventors of a claimed invention in the application; and

We hereby acknowledge that any willful false statement made in this Combined Assignment and Declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

THEREFORE, for valuable consideration, we, Catherine A. Schnabel, Yi Zhang and Mark G. Erlander, hereby assign to **bioTheranostics Inc.**, a company having a place of business at 9640 Towne Centre Dr #200, San Diego, CA 92121 (the "**Assignee**") our entire right, title, and interest throughout the world in the invention and improvements which are described or claimed in **U.S. Patent Application Serial No. 62/004,471**, filed on May 29, 2014, entitled

PREDICTING LIKELIHOOD OF RESPONSE TO COMBINATION THERAPY

and all related applications, including all utility, divisionals, continuations (in whole or in part), reissues, re-examinations, substitutions, foreign counterparts (including, without limitation, applications filed under the Patent Cooperation Treaty) and extensions of any of the proceeding (hereinafter, the "**Patent Applications**"), and all future United States and foreign patents issued from the Patent Applications (hereinafter, the "**Patents**"), and any Patent Applications or Patents claiming priority to any of the foregoing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by us if this Assignment had not been made; together with all claims for damages by reason of past, present and future infringements of the Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, for the use and benefit of Assignee, its successors, assigns and other legal representatives.

We hereby authorize and request the Director of the United States Patent and Trademark Office, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the Patents to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

We, and our heirs, executors and administrators, agree to perform, without charge to Assignee, all acts deemed necessary or desirable by Assignee, its successors, assigns or other legal representatives to permit and assist Assignee, its successors or assigns its successors, assigns or other legal representatives in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in all Patents and Patent Applications, and the intellectual property rights therein, assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, its successors, assigns or other legal representatives, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in our possession or control, testifying in any legal proceeding, signing lawful papers and making all lawful oaths, and generally doing everything possible to aid Assignee, its successors, assigns or other legal representatives in obtaining and enforcing proper protection for applicable intellectual property rights.

We hereby represent and warrant that: (i) we have the right to assign the Patents, the Patent Applications, and the intellectual property rights assigned to Assignee under this Assignment; (ii) we have not granted any right or license to the Patent Applications, the Patents or the intellectual property rights assigned under this Assignment to anyone except Assignee; (iii) prior to the execution of this Assignment, our right, title and interest in the Patent Applications and the Patents had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith.

If the Assignee or its successors or assigns are unable, for any reason, to obtain our assistance as set forth in the paragraph above, we hereby designate and appoint Assignee or its successors or assigns as our agent and attorney-in-fact, with full power or substitution in our name and stead, to act for us and on our behalf to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, verify, file and deliver any and all instruments and assurances and to perform all other lawfully permitted acts necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or its successors or assigns, or to protect the same or to enforce any claim or right of any kind with respect thereto with the same legal force and effect as if executed by us. We hereby declare that the foregoing power is coupled with an interest and as such is irrevocable.

SIGNATURE BLOCKS ON NEXT PAGE

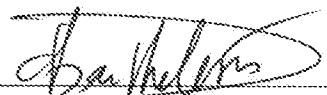
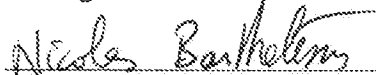
IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated below.

Dated: 1/14/14


Catherine Schnabel

SIGNATURE WITNESSED BY:

Dated: 11/14/14


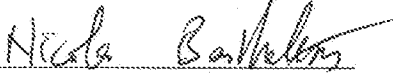

Signature of Witness

Printed Name

Dated: 11/14/14


Yi Zhang

SIGNATURE WITNESSED BY:

Dated: 11/14/14

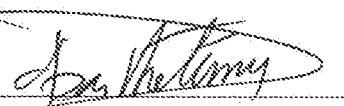
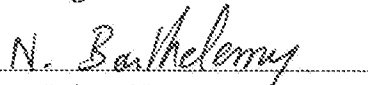

Signature of Witness

Printed Name

Dated: 11/14/14


Mark Eriander

SIGNATURE WITNESSED BY:

Dated: 11/14/14


Signature of Witness

Printed Name