PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3713257

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------|----------------|
| TAMMY BURD | 11/21/2008 |
| IAN GIBBONS | 11/21/2008 |
| ELIZABETH A. HOLMES | 12/02/2008 |
| GARY FRENZEL | 11/21/2008 |
| ANTHONY NUGENT | 11/21/2008 |

RECEIVING PARTY DATA

| Name: | THERANOS, INC. | |
|-----------------|-------------------|--|
| Street Address: | 1701 PAGE MILL RD | |
| City: | PALO ALTO | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 94304 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 15007585 |

CORRESPONDENCE DATA

Fax Number:

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.

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Correspondent Name: THERANOS, INC.
Address Line 1: 1701 PAGE MILL RD

Address Line 4: PALO ALTO, CALIFORNIA 94304

| ATTORNEY DOCKET NUMBER: | 2029.215 |
|-------------------------|---------------|
| NAME OF SUBMITTER: | HAO Y. TUNG |
| SIGNATURE: | /Hao Y. Tung/ |
| DATE SIGNED: | 01/27/2016 |

Total Attachments: 1

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PATENT REEL: 037597 FRAME: 0031

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PATENT ASSIGNMENT

Docket Number 30696-727.201

WHEREAS, the undersigned:

 BURD, TAMMY San Jose, CA

2. GIBBONS, IAN Portola Valley, CA 3. HOLMES, ELIZABETH A. 4. FRENZEL, GARY Palo Alto, CA

Mountain View, CA

5. NUGENT, ANTHONY JOSEPH Dublin, CA

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

MODULAR POINT-OF-CARE DEVICES, SYSTEMS, AND USES THEREOF

for which Application No. 12/244,723 was filed on October 2, 2008 in the United States Patent Office; (hereinafter "Application(s)").

WHEREAS, Theranos, Inc., a corporation of the State of Delaware, having a place of business at 3200 Hillview Avenue, Palo Alto, CA 94304, (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 (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignce 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 said Inventor(s) 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 said Assignee (a) for perfecting in said Assignce the right, title and interest herein conveyed; (b) for prosecuting any 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; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 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 said Inventor(s), their respective heirs, legal representatives and assigns.
- Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor(s) hereby request 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.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignce as of the dates written below:

RECEIVED AND AGREED TO BY ASSIGNEE:

By:

Name: Title:

Elizabeth President and

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