503669155 01/28/2016 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT			
CONVEYING PARTY D	ΑΤΑ					
Name				Execution Date		
ROLAND STOUGHTON	09/17/2011					
RONALD W. DAVIS	09/20/2011					
RECEIVING PARTY DA						
Name: VERINATA HEALTH, INC.						
Street Address:	1531 INDUSTRIAL ROAD					
City:	SAN CARLOS					
State/Country:	CALIFORNIA					
Postal Code:	94070	94070				
PROPERTY NUMBERS	Total: 1					
Property Type		Number				
Application Number:		14697372				
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		; if that is unsuccessful, it will be				
Phone: (617)		(617) 542-5070				
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ATTORNEY DOCKET NU	JMBER:	26101-0025008	26101-0025008			
NAME OF SUBMITTER:		LINDSIE CAHILL	LINDSIE CAHILL			
SIGNATURE:		/LINDSIE CAHILL/	/LINDSIE CAHILL/			
DATE SIGNED:		01/28/2016	01/28/2016			
Total Attachments: 8		1				
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PATENT APPLICATION ASSIGNMENT

WHEREAS, the undersigned:

Roland Stoughton of The Sea Ranch, CA; and Ronald W. Davis of Palo Alto, CA (hereinafter "Inventors"),

have made or contributed with others to the making of certain inventions and improvements in

"Rare Cell Analysis Using Sample Splitting and DNA Tags"

which are the subject of and are described and/or claimed in the following Applications:

United States Provisional Application No. 60/804,819 was filed on June 14, 2006 in the United States Patent Office;

United States Provisional Application No. 60/820,778 was filed on July 28, 2006 in the United States Patent Office;

United States Patent Application No. 11/763,421 was filed on June 14, 2007 in the United States Patent Office;

International Application No. PCT/US07/71256 was filed on June 14, 2007 in the U.S. Receiving Office of the Patent Cooperation Treaty; and

United States Patent Application No. 12/230,628 was filed on September 2, 2008 in the United States Patent Office;

(hereinafter "Applications").

WHEREAS, Verinata Health, Inc., a corporation of the State of Delaware, having a place of business at 1531 Industrial Road, San Carlos, CA 94070 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest of the Inventors in and to said Applications and the inventions and improvements disclosed or proposed to be disclosed therein, and in and to all embodiments, developments, or improvements of the inventions, heretofore or hereafter conceived, made or discovered by any of said Inventors, whether jointly or severally and whether with any other inventors not named herein (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)") which claim priority to any of said Applications or to any application to which any of said Applications claim(s) priority or which are otherwise applied for or granted on any of said Applications or otherwise in relation to any of said Inventions, whether in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty;

WHEREAS the Inventors have at all times been obligated to assign all such rights as aforesaid to the Assignee;

WHEREAS, Living Microsystems, Inc. changed its name to Artemis Health, Inc., as shown in the change of name recorded in the United States Patent and Trademark Office (hereinafter "USPTO") at Reel 020388/0062 on January 18, 2008, and whereas Artemis Health, Inc. changed its name to Verinata Health, Inc., as shown in the change of name recorded in the USPTO at 026711/0626 on August 5, 2011;

AND WHEREAS, by virtue of assignment provisions in Roland Stoughton's consultant agreement with Living Microsystems, Inc. and Ronald W. Davis' scientific advisor agreement with Living Microsystems, Inc., each agreement preexisting the filing dates of the Applications listed above, the entire right, title, and interest of the Inventors in and to said Applications and Inventions have already vested in Verinata Health, Inc. (and in Artemis Health, Inc., by which Verinata Health, Inc. was formerly known, and Living Microsystems, Inc., by which Artemis Health, Inc. was formerly known), and Inventors execute this Patent Assignment to confirm the assignment of said Applications and Inventions to said Assignee Verinata Health, Inc;

NOW, THEREFORE, for good and valuable consideration, which consideration is acknowledged by said Inventors to be sufficient and to have been received in full from said Assignee:

1. Said Inventors do hereby each sell, assign, transfer, and convey unto said Assignee their entire right, title, and interest (a) in and to said Inventions and said Applications and any other applications to which any of the Applications claims priority ("Priority Application(s)"), including United States Provisional Application No. 60/804,819 filed on June 14, 2006, and United States Provisional Application No. 60/820,778 filed on July 28, 2006, and including the right to claim priority to said Inventions and any of said Applications and/or to any Priority Application(s); (b) in and to all rights to and to apply for all United States and corresponding non-United States patent application(s) and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty, or otherwise, in relation to any of said Inventions; (c) in and to any and all applications filed and any and all Patent(s) granted on any 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 Applications or application(s); and (d) in and to each and every reissue, reexamination, extension of or supplementary protection certificate in relation to any of said Patent(s); and this assignment also including, without limitation, any claims (known or unknown, suspected or unsuspected) of any nature that said Inventors have or may have against any party for infringement of any of the Patent(s) and Applications listed herein, and the right to sue for past infringement and to recover and retain damages and profits in respect thereof;

Said Inventors hereby each covenant and agree to cooperate with said Assignee 2. 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 Inventors 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 Assignee the right, title, and interest herein conveyed; (b) for prosecuting any applications relating to any of said Inventions; (c) for filing and prosecuting substitute, divisional, continuing, or additional applications (including Convention applications) relating to any of 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

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Inventors in providing such cooperation shall be paid for by said Assignee;

3. 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 Inventors, their respective heirs, legal representatives and assigns;

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith;

Said Inventors hereby request that any Patent(s) issuing in the United States, 5. 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; and

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee effective for each of the Inventor(s) as of the date of signature of that Inventor and irrespective of whether all said Inventor(s) have executed this instrument:

Roland Stoughton

SIGNATURE WITNESSED BY:

<u>ANN</u> Print Witness Name

Coa M. Signature of Witness

Date: 9/17/11

Date:

Assignment Page 4 of 4 Attorney Docket Nos. 26101-0025001 & -0025002 Verinata Docket Nos. 32047-722.201 & -722.301

Ronald W. Davis

SIGNATURE WITNESSED BY:

Print Witness Name

Signature of Witness

Date: _____

Date:

By: ______

Name: Norman J/ Kruse Title: Assistant/Secretary, Verinata Health, Inc.

Date: Sept. 28, 2011

PATENT APPLICATION ASSIGNMENT

WHEREAS, the undersigned:

Roland Stoughton of The Sea Ranch, CA; and Ronald W. Davis of Palo Alto, CA (hereinafter "Inventors"),

have made or contributed with others to the making of certain inventions and improvements in

"Rare Cell Analysis Using Sample Splitting and DNA Tags"

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WHEREAS the Inventors have at all times been obligated to assign all such rights as aforesaid to the Assignee;

WHEREAS, Living Microsystems, Inc. changed its name to Artemis Health, Inc., as shown in the change of name recorded in the United States Patent and Trademark Office (hereinafter "USPTO") at Reel 020388/0062 on January 18, 2008, and whereas Artemis Health, Inc. changed its name to Verinata Health, Inc., as shown in the change of name recorded in the USPTO at 026711/0626 on August 5, 2011;

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Attorney Docket Nos. 26101-0025001 & -0025002 Verinata Docket Nos. 32047-722.201 & -722.301

AND WHEREAS, by virtue of assignment provisions in Roland Stoughton's consultant agreement with Living Microsystems, Inc. and Ronald W. Davis' scientific advisor agreement with Living Microsystems, Inc., each agreement preexisting the filing dates of the Applications listed above, the entire right, title, and interest of the Inventors in and to said Applications and Inventions have already vested in Verinata Health, Inc. (and in Artemis Health, Inc., by which Verinata Health, Inc. was formerly known, and Living Microsystems, Inc., by which Artemis Health, Inc. was formerly known), and Inventors execute this Patent Assignment to confirm the assignment of said Applications and Inventions to said Assignee Verinata Health, Inc;

NOW, THEREFORE, for good and valuable consideration, which consideration is acknowledged by said Inventors to be sufficient and to have been received in full from said Assignee:

1. Said Inventors do hereby each sell, assign, transfer, and convey unto said Assignee their entire right, title, and interest (a) in and to said Inventions and said Applications and any other applications to which any of the Applications claims priority ("Priority Application(s)"), including United States Provisional Application No. 60/804,819 filed on June 14, 2006, and United States Provisional Application No. 60/820,778 filed on July 28, 2006, and including the right to claim priority to said Inventions and any of said Applications and/or to any Priority Application(s); (b) in and to all rights to and to apply for all United States and corresponding non-United States patent application(s) and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty, or otherwise, in relation to any of said Inventions; (c) in and to any and all applications filed and any and all Patent(s) granted on any 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 Applications or application(s); and (d) in and to each and every reissue, reexamination, extension of or supplementary protection certificate in relation to any of said Patent(s); and this assignment also including; without limitation, any claims (known or unknown, suspected or unsuspected) of any nature that said Inventors have or may have against any party for infringement of any of the Patent(s) and Applications listed herein, and the right to sue for past infringement and to recover and retain damages and profits in respect thereof;

2. Said Inventors hereby each covenant and agree to cooperate with said Assignee 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 Inventors 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 Assignee the right, title, and interest herein conveyed; (b) for prosecuting any applications relating to any of said Inventions; (c) for filing and prosecuting substitute, divisional, continuing, or additional applications (including Convention applications) relating to any of 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

> PATENT REEL: 037610 FRAME: 0460

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Attorney Docket Nos. 26101-0025001 & -0025002 Verinata Docket Nos. 32047-722.201 & -722.301

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3. 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 Inventors, their respective heirs, legal representatives and assigns;

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith;

5. Said Inventors 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; and

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee effective for each of the Inventor(s) as of the date of signature of that Inventor and irrespective of whether all said Inventor(s) have executed this instrument:

Roland Stoughton

Date: _____

SIGNATURE WITNESSED BY:

Print Witness Name

Signature of Witness

Date: _____

Assignment Page 4 of 4

Ronald W. Davis

SIGNATURE WITNESSED BY:

Altman Jenniker Print Witness Name þ

gnature of Witness

Attorney Docket Nos. 26101-0025001 & -0025002 Verinata Docket Nos. 32047-722.201 & -722.301

11 Date:

Date: _____(120//)

RECEIVED AND AGREED TO BY ASSIGNEE: By: Name: Norman J. Kruse

Title: Assistant Secretary, Verinata Health, Inc.

2011 8 Date:

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