

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3872433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	2	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CALLIDA GENOMICS, INC.	12/21/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	COMPLETE GENOMICS, INC.	
<b>Street Address:</b>	2071 STIERLIN COURT	
<b>City:</b>	MOUNTAIN VIEW	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94043	
<b>PROPERTY NUMBERS Total: 4</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14714133
	Application Number:	15011264
	Application Number:	14877814
	Application Number:	14837803
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	jlaney@kilpatricktownsend.com	
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP	
<b>Address Line 1:</b>	1080 MARSH ROAD	
<b>Address Line 4:</b>	MENLO PARK, CALIFORNIA 94025	
<b>ATTORNEY DOCKET NUMBER:</b>	5004-US06, 5007-US03, ETC	
<b>NAME OF SUBMITTER:</b>	JOANNA LANEY	
<b>SIGNATURE:</b>	/Joanna Laney/	
<b>DATE SIGNED:</b>	05/13/2016	
<b>Total Attachments: 8</b>		
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## **BILL OF SALE AND ASSIGNMENT AGREEMENT**

This **BILL OF SALE AND ASSIGNMENT AGREEMENT** (this "**Assignment Agreement**"), by and among Complete Genomics Inc., a Delaware corporation with a principal place of business of 2071 Stierlin Court, Mountain View, CA 94043 (hereinafter "**Complete**"), Callida Genomics, Inc., a Delaware corporation with a principal place of business at 750 N. Pastoria Ave., Sunnyvale, California 94085 ("**Callida**"), and Radoje Drmanac, the President of Callida ("**Executive**"), and Snezana Drmanac, Vice President of Callida ("**Co-Executive**" and together with Executive, the "**Executives**"), the Executives together constituting all of the shareholders of Callida, is effective as of September 1, 2015 (the "**Effective Date**").

WHEREAS Callida wishes to sell, assign, transfer, convey and deliver to Complete, and Complete wishes to purchase and acquire from Callida, upon the terms and conditions set forth in this Assignment Agreement, all of Callida's right, title and interest in the Callida IP Rights, as defined herein;

WHEREAS, Executives are, and will remain after the Effective Date, employees or officers of Complete or one or more of its affiliates;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions:

"**Callida IP Rights**" means all Intellectual Property owned or controlled by Callida or to which, and to the extent that, Callida has any license right or other interest, including but not limited to the Callida Intellectual Property, the Callida Random Array Intellectual Property, the Callida Probe Ligation Application, and the Callida Improvements, all as defined in the IP License Agreement.

"**Intellectual Property**" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, and specifications), (f) all computer software (including data and related documentation), (g) all other proprietary

rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium), in all cases of (a)-(h) anywhere in the world.

[REDACTED]

2. Effective as of the Effective Date, Callida does hereby sell, assign, convey, transfer and deliver to Complete, its successors and assigns, free and clear of all liens and encumbrances, all of Callida's right, title and interest, legal and equitable, including the right to sue and collect for damages incurred prior to the Effective Date, in and to the Callida IP Rights, including but not limited to the patents and patent applications listed in Exhibit A hereto.

3. As consideration for the sale and assignment of Callida IP Rights as provided herein, Complete agrees [REDACTED]

[REDACTED]

8. This Assignment Agreement shall be binding upon and inure solely to the benefit of Callida and Complete and their respective executors, heirs, personal representatives, successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment Agreement.

9. Callida covenants and agrees, for the benefit of Complete, without further consideration, to execute and deliver to Complete such other instruments of conveyance, transfer, and assignment and take such other action as Complete may reasonably require more fully and effectively to transfer, assign and convey to and vest in Complete, and to put Complete in actual possession and operating control of, the Callida IP Rights.

13. This Assignment Agreement shall be governed by and construed in accordance with the law of the State of California, without giving effect to any laws, rules or principles concerning the conflict of laws.


14. This Assignment Agreement may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto and payment under Section 3 is made and received. The parties agree that the delivery of this Assignment Agreement may be effected by means of an exchange of facsimile or electronically transferred signatures.

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IN WITNESS WHEREOF, authorized representatives of both parties have executed this Assignment Agreement as of the Effective Date.

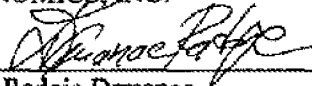
Complete Genomics Inc.

By:

  
Name: CLIFFORD A. REID  
Title: CEO  
Date: 12/29/15

CALLIDA GENOMICS, INC.

By:

  
Name: Radoje Drmanac  
Title: President  
Date: 12/21/2015

RADOJE DRMANAC



Date: 12/21/2015

SNEZANA DRMANAC



Date: 12/21/2015

**EXHIBIT A**  
**PATENTS AND PATENT APPLICATIONS OF**  
**CALLIDA GENOMICS, INC.**

**[ATTACHED]**

## PATENTS AND PATENT APPLICATIONS

(Updated July 7, 2015)

Title	Inventors	Appl. #/ Pat. #	Filing Date	Assignee
High Throughput Genome Sequencing on DNA Arrays (5003-US01)	R. Drmanac, M. Callow, S. Drmanac	US 11/981,761 US 8,440,397	10/31/07	Callida
" (5003-US02)	"	US 11/981,661 US 8,722,326	10/31/07	Callida
" (5003-US03)	"	US 11/981,605 US 2009/0011943	10/31/07	Callida
" (5003-US04)	"	US 11/981,793 US 2009/0118488	10/31/07	Callida
" (5003-AU)	"	AU 2007249635 AU 2007249635	9/29/06	Callida
" (5003-AU01)	"	AU 2012216376 AU 2012216376	9/29/06	Callida
" (5003-AU02)	"	AU 2013202990 AU 2013202990	9/29/06	Callida
" (5003-AU03)	"	AU 2014250690 AU 2014250690	9/29/06	Callida
" (5003-CA)	"	CA 2643700 CA 2643700	2/26/07	Callida
" (5003-CN)	"	CN 200780014746.6 CN 101432439	2/26/07	Callida
" (5003-EP01)	"	EP 12158929.5 EP 2,495,337	2/26/07	Callida
" (5003-HK01)	"	HK 13102678.0 HK 1175816A	2/26/07	Callida
" (5003-IL)	"	IL 193599 IL ?	2/26/07	Callida
" (5003-IN)	"	IN 1807/ MUMNP/2008 IN ?	2/26/07	Callida
" (5003-JP)	"	JP 2008-556583 JP 5180845	2/26/07	Callida
" (5003-JP01)	"	JP 2012-220591 JP 2013-027401	2/26/07	Callida
" (5003-SG01)	"	SG 2011-01319-0 SG 170028	2/26/07	Callida
" (5003-SG02)	"	SG ? SG ?	2/26/07	Callida
Single Molecule Arrays for Genetic and Chemical Analysis (5004-US)	R. Drmanac, M. Callow, S. Drmanac, B. Hauser, G. Yeung	US 11/451,691 US 8,445,194	6/13/06	Callida
" (5004-US01)	"	US 11/981,607 US 8,193,719	10/31/07	Callida
" (5004-US02)	"	US 11/981,767 US 8,445,196	10/31/07	Callida
" (5004-US03)	"	US 11/982,467 US 8,445,197	10/31/07	Callida
" (5004-US04)	"	US 12/882,880 US 2011/0071053	9/15/10	Callida
" (5004-US05)	"	US 14/583,010 US 2015/0159204	12/24/14	Callida
" (5004-AU)	"	AU 2006259565 AU 2006259565	6/13/06	Callida
" (5004-CA)	"	CA 2,611,671 CA 2,611,671	6/13/06	Callida
" (5004-CN)	"	CN 200680029826.4 CN 101466847	6/13/06	Callida
" (5004-EP)	"	EP 06784802.8 EP 1907583	6/13/06	Callida
" (5004-EP01)	"	EP 12180882.8 EP 2620510	6/13/06	Callida
" (5004-EP02)	"	EP 14198079.7 EP 2885766	6/13/06	Callida
" (5004-HK01)	"	HK 14101036.8 HK 1187951A	6/13/06	Callida
" (5004-IL)	"	IL 188142 IL ?	6/13/06	Callida

PATENT

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Title	Inventors	Appl. #/ Pat. #	Filing Date	Assignee
<sup>WO</sup> (5004-JP)	<sup>US</sup>	JP 2008-516994 <b>JP 5331476</b>	6/13/06	Callida
<sup>WO</sup> (5004-JP01)	<sup>JP</sup>	JP 2011-132349 JP ?	6/13/06	Callida
<sup>WO</sup> (5004-JP02)	<sup>JP</sup>	JP 2014-030924 JP 2014-138597	6/13/06	Callida
<sup>WO</sup> (5004-SG01)	<sup>SG</sup>	SG 201004212-5 SG 182795	6/13/06	Callida
<sup>WO</sup> (5004-SG02)	<sup>SG</sup>	SG 201309218-4 SG ?	6/13/06	Callida
Nucleic Acid Analysis by Random Mixtures of Nonoverlapping Fragments (5005-US)	R. Drmanac	US 11/451,692 <b>US 7,709,197</b>	6/13/06	Callida
<sup>WO</sup> (5005-US01)	<sup>US</sup>	US 12/335,168 <b>US 7,901,891</b>	12/15/08	Callida
<sup>WO</sup> (5005-US02)	<sup>US</sup>	US 13/017,244 <b>US 8,765,379</b>	1/31/11	Callida
<sup>WO</sup> (5005-US03)	<sup>US</sup>	US 13/954,778 <b>US 8,673,562</b>	7/30/13	Callida
<sup>WO</sup> (5005-US04)	<sup>US</sup>	US 13/962,893 <b>US 8,765,375</b>	8/8/13	Callida
<sup>WO</sup> (5005-US05)	<sup>US</sup>	US 13/971,797 US 2013/0345068	8/20/13	Callida
<sup>WO</sup> (5005-US06)	<sup>US</sup>	US 13/971,801 US 2014/0018246	8/20/13	Callida
<sup>WO</sup> (5005-US07)	<sup>US</sup>	US 13/971,806 US 2014/0011668	8/20/13	Callida
<sup>WO</sup> (5005-US08)	<sup>US</sup>	US 13/975,215 <b>US 8,771,957</b>	8/23/13	Callida
<sup>WO</sup> (5005-US09)	<sup>US</sup>	US 13/975,223 <b>US 8,765,382</b>	8/23/13	Callida
<sup>WO</sup> (5005-US10)	<sup>US</sup>	US 13/975,234 <b>US 8,771,958</b>	8/23/13	Callida
<sup>WO</sup> (5005-CA)	<sup>CA</sup>	CA 2611743 CA 2611743	6/13/06	Callida
<sup>WO</sup> (5005-EP)	<sup>EP</sup>	EP 6760745.7 EP 1907571	6/13/06	Callida
<sup>WO</sup> (5005-EP01)	<sup>EP</sup>	EP 12150825.3 EP 2463386	6/13/06	Callida
<sup>WO</sup> (5005-HK)	<sup>HK</sup>	HK 12112721.7 HK ?	6/13/06	Callida
Self-assembled Single Molecule Arrays and Uses Thereof (5007- US)	R. Drmanac, M. Callow, B. Hauser, G. Yeung	US 11/541,225 <b>US 7,960,104</b>	9/29/06	Callida
<sup>WO</sup> (5007-US01)	<sup>US</sup>	US 13/098,965 <b>US 8,608,335</b>	5/2/11	Callida
<sup>WO</sup> (5007-US02)	<sup>US</sup>	US 14/079,375 US 2014/0073513	11/13/13	Callida
<sup>WO</sup> (5007-CA)	<sup>CA</sup>	CA 2,624,896 CA 2,624,896	9/29/06	Callida
<sup>WO</sup> (5007-EP)	<sup>EP</sup>	EP 06815722.1 EP 1,951,900	9/29/06	Callida
<sup>WO</sup> (5007-HK)	<sup>HK</sup>	HK 13103823.2 HK 1176975A	9/29/06	Callida
Methods and Compositions for Large-Scale Analysis of Nucleic Acids Using DNA Deletions (5008-US)	R. Drmanac	US 11/938,096 US 2008/0213771	11/9/07	Callida
Random Array DNA Analysis by Hybridization (5012-US)	R. Drmanac	US 10/547,214 <b>US 8,105,771</b>	6/29/06	Callida
<sup>WO</sup> (5012-US01)	<sup>US</sup>	US 11/981,730 <b>US 7,910,304</b>	10/31/07	Callida
<sup>WO</sup> (5012-US02)	<sup>US</sup>	US 11/981,685 <b>US 7,906,285</b>	10/31/07	Callida
<sup>WO</sup> (5012-US03)	<sup>US</sup>	US 11/981,797 <b>US 8,278,039</b>	10/31/07	Callida
<sup>WO</sup> (5012-US04)	<sup>US</sup>	US 13/633,034 <b>US 8,785,127</b>	10/1/12	Callida
<sup>WO</sup> (5012-US05)	<sup>US</sup>	US 14/335,827 US 2015/0038345	7/18/14	Callida
<sup>WO</sup> (5012-AU)	<sup>AU</sup>	AU 2004214891 <b>AU 2004214891</b>	2/26/04	Callida
<sup>WO</sup> (5012-AU01)	<sup>AU</sup>	AU 2010201296	2/26/04	Callida

Title	Inventors	Appl. #/ Pat. #	Filing Date	Assignee
		<b>AU 2010201296</b>		
<sup>100</sup> (5012-CA)	<sup>100</sup>	CA 2555962 CA 2555962	2/26/04	Callida
<sup>100</sup> (5012-CN)	<sup>100</sup>	CN 200480010806.3 <b>CN 1791682</b>	2/26/04	Callida
<sup>100</sup> (5012-CN01)	<sup>100</sup>	CN 201310140862.X CN 103397082	2/26/04	Callida
<sup>100</sup> (5012-CN02)	<sup>100</sup>	CN 201310140881.2 CN 103396933	2/26/04	Callida
<sup>100</sup> (5012-CN03)	<sup>100</sup>	CN 201310141641.4 CN 103289893	2/26/04	Callida
<sup>100</sup> (5012-EP)	<sup>100</sup>	EP 04715167.5 EP 1,601,791	2/26/04	Callida
<sup>100</sup> (5012-EP01)	<sup>100</sup>	EP 10176830.7 EP 2,385,095	2/26/04	Callida
<sup>100</sup> (5012-HK)	<sup>100</sup>	HK 06113554.5 <b>HK1091871B</b>	2/26/04	Callida
<sup>100</sup> (5012-HK01)	<sup>100</sup>	HK 14101105.4 HK 1188469	2/26/04	Callida
<sup>100</sup> (5012-HK02)	<sup>100</sup>	HK 14101108.1 HK 1188807	2/26/04	Callida
<sup>100</sup> (5012-HK03)	<sup>100</sup>	HK 14101104.5 HK 1187949	2/26/04	Callida
<sup>100</sup> (5012-JP)	<sup>100</sup>	JP 2006-503913 <b>JP 4691014</b>	2/26/04	Callida
Enhanced Sequencing by Hybridization Using Pools of Probes	R. Drmanac	US 09/479,608 <b>US 6,864,052</b>	1/6/00	Callida
<sup>100</sup>	<sup>100</sup>	US 10/987,549 <b>US 7,582,431</b>	11/12/04	Callida
<sup>100</sup>	<sup>100</sup>	US 11/929,233 <b>US 8,034,566</b>	10/30/07	Callida
Enhanced Sequencing by Hybridization Using Informative Pools of Probes	R. Drmanac, S. Drmanac, D. Kita, C. Cooke, C. Xu	<b>DE 60042775</b>	1/6/00	Callida
<sup>100</sup>	<sup>100</sup>	<b>GB (EP 1144684)</b>	1/6/00	Callida

Materials and Methods Relating to Nano-Tags and Nano-Barcodes	R. Drmanac et al.	US 14/589,662	1/5/15	Callida
Single Target Molecule Analysis by Compiling Multiple Transient Interactions with Probe Molecules	R. Drmanac et al.	US 14/609,597	1/30/15	Callida