

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4592833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID B. KRIZMAN	05/05/2016
SHEENO THYPARAMBIL	05/05/2016
TODD HEMBROUGH	05/04/2016
RECEIVING PARTY DATA	
Name:	EXPRESSION PATHOLOGY, INC.
Street Address:	9600 MEDICAL CENTER DRIVE
Internal Address:	SUITE 300
City:	ROCKVILLE
State/Country:	MARYLAND
Postal Code:	20850
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14847936
CORRESPONDENCE DATA	
Fax Number:	(301)762-4056
<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:	301-424-3640
Email:	alh@usiplaw.com
Correspondent Name:	PAUL M. BOOTH
Address Line 1:	9801 WASHINGTONIAN BOULEVARD
Address Line 2:	SUITE 750
Address Line 4:	GAITHERSBURG, MARYLAND 20878
ATTORNEY DOCKET NUMBER:	3900.0055CON
NAME OF SUBMITTER:	PAUL M. BOOTH
SIGNATURE:	/Paul M. Booth/
DATE SIGNED:	09/13/2017
Total Attachments: 6	
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ASSIGNMENT AND AGREEMENT

WHEREAS, **David B. KRIZMAN**, residing at 24305 Welsh Road, Gaithersburg, Maryland 20882; **Todd HEMBROUGH** residing at 24336 Newberry Road, Gaithersburg, MD 20882; and **Sheeno THYPARAMBIL** residing at 3730 Singleton Terrace, Frederick, MD 21704 (collectively and hereinafter "ASSIGNOR") have invented one or more certain invention(s) described in U.S. Provisional Application No. 61/428, 147 filed on December 29, 2010, in Patent Cooperation Treaty (PCT) Application No. PCT/US2011/67998 filed on December 29, 2011, in U.S. Patent Application No. 13/932,883 filed on July 1, 2013 which issued as Patent No. 9,128,102, on September 8, 2015, and in U.S. Patent Application No. 14/847,936 filed on September 8, 2015, each of which is entitled HER3 PROTEIN SRM/MRM ASSAY, and

WHEREAS, **EXPRESSION PATHOLOGY, INC.**, (hereinafter "ASSIGNEE") a corporation having its principal place of business at **9600 Medical Center Drive, Suite 300, Rockville, MD 20850**, desires to acquire the entire right, title and interest in and to the Invention(s) and the Application(s), and in and to any patents (collectively "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries,

NOW THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application(s) and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patents which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefit of priority under any international convention and/or any international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors, and its assigns, to the full end of the term or

terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as ASSIGNEE of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.


ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith. ASSIGNOR further represents that ASSIGNOR was obligated by virtue of his/her employment by ASSIGNEE to assign the rights, titles and interests conveyed herein to ASSIGNEE at the time the invention was made.

ASSIGNOR HEREBY GRANTS to the law firm of **PERKINS COIE LLP** the power and authority to insert in this Assignment any further identification which may be necessary or

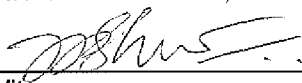
desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **PERKINS COIE LLP** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.



David B. KRIZMAN

Date: 5/5/16



Witness:

Date: 05/05/2016

Todd HEMBROUGH

Date: _____


Witness:

Date: _____



Sheeno THYPARAMBIL

Date: 05/05/2016



Witness:

Date: 5/5/16

01152-8021.US01/130869641.1

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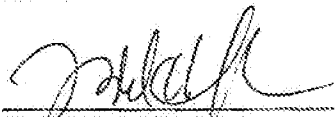
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David B. KRIZMAN Date: _____

Witness: Date: _____



Todd HEMBROUGH Date: 5/4/2016



Witness: Date: 5/4/16

Sheeno THYPARAMBIL Date: _____

Witness: Date: _____

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