504573545 09/29/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4620255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JIAN HAN	07/11/2017

RECEIVING PARTY DATA

Name:	IREPERTOIRE, INC.
Street Address:	601 GENOME WAY
Internal Address:	SUITE 3005
City:	HUNTSVILLE
State/Country:	ALABAMA
Postal Code:	35806

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	62234424
Application Number:	15278998

CORRESPONDENCE DATA

Fax Number: (256)512-0119

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.

Phone: 256 551 0171

Email: ipdocket@maynardcooper.com

Correspondent Name: SHANA EAST

Address Line 1: 655 GALLATIN STREET, SW
Address Line 4: HUNTSVILLE, ALABAMA 35801

ATTORNEY DOCKET NUMBER:	15892
NAME OF SUBMITTER:	MATTHEW J. PARKER
SIGNATURE:	/matthewjparker/
DATE SIGNED:	09/29/2017

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "<u>Assignment</u>"), dated as of July , 2017 (the "<u>Effective Date</u>"), is made by and between JIAN HAN ("<u>Assignor</u>"), in favor of iREPERTOIRE, INC., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor developed certain technology and has filed Assigned Patents (as defined herein) relating to such technology; and

WHEREAS, Assignee wishes to obtain all of Assignor's right, title and interest in and to the Assigned Patents.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the following (the "<u>Assigned Patents</u>"):
- (a) the patent applications listed in <u>Schedule 1</u> hereto, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed in any of the foregoing (the "<u>Patents</u>");
- (b) all rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the Patents provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications; and
- (c) any and all claims and causes of action, with respect to any of the Patents, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.
- **Recordation and Further Actions.** Assignor authorizes the Commissioner for Patents for the U.S. Patent and Trademark Office ("USPTO") and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents are or may be recorded, registered or pending, to record and register this Assignment upon request by Assignee. From time to time after the Effective Date, Assignor shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect or enforce the transfers set forth in this Assignment and ensure that all of Assignor's right, title and interest in and to the Patents and all registrations and recordations thereof, are properly assigned to Assignee, its successors and

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assigns in accordance with this Assignment.

Without limiting any of the foregoing provisions of this <u>Section 2</u>, Assignor shall testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of Assignee in, to or under the Assigned Patents and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intent of this Assignment. Assignee shall reimburse Assignor for all costs reasonably incurred by Assignor in the performance of his obligations under this <u>Section 2</u>.

3. General.

- (a) <u>Entire Agreement</u>. This Assignment and all related exhibits and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (b) <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (c) <u>Governing Law</u>. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).
- (d) <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature pages to follow]

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IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.

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iRepertoire, Inc.

Name: Vian Han

ASSIGNOR:

Jian Han

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[Second signature page to Assignment]

STATE OF ALABAMA)
COUNTY OF Madison)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JIAN HAN, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 1 th day of July, 2017.

Mancy Westfall
NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires: 03 -/6-2020

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SCHEDULE 1

ASSIGNED PATENT APPLICATIONS

"Immunorepertoire Normality Assessment Method and Its Use"

- US Provisional Patent Application 62/234,424
- US Utility Patent Application 15/278,998
- PCT Application Number PCT/US2016/054469

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RECORDED: 09/29/2017

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