#### 10/27/2017 504614943

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT4661658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
FEI MAO	10/13/2017
PATRICK GORDON MCGARRAUGH	10/13/2017
ALEXIS SPAIN MADRID	10/13/2017
WAI-YEE LEUNG	10/13/2017
LORI M. ROBERTS	10/13/2017

#### RECEIVING PARTY DATA

Name:	BIOTIUM, INC.
Street Address:	46117 LANDING PARKWAY
City:	FREMONT
State/Country:	CALIFORNIA
Postal Code:	94538

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15522522

### **CORRESPONDENCE DATA**

Fax Number: (650)493-6811

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: 650-493-9300 Email: kfarrell@wsgr.com

**Correspondent Name:** WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304-1050

ATTORNEY DOCKET NUMBER:	35993-718.831	
NAME OF SUBMITTER:	KATHLEEN FARRELL	
SIGNATURE:	/Kathleen Farrell/	
DATE SIGNED:	10/27/2017	

**Total Attachments: 2** 

source=35993-718.831 Assignment#page1.tif

**PATENT REEL: 043969 FRAME: 0053** 504614943

source=35993-718.831 Assignment#page2.tif

PATENT REEL: 043969 FRAME: 0054

### PATENT ASSIGNMENT

Docket Number 35993-718.831

WHEREAS, the undersigned:

Fei MAO
 Fremont, CA

Patrick Gordon MCGARRAUGH
San Francisco, CA

Alexis Spain MADRID Fremont, CA  Wai-Yee LEUNG San Ramon, CA

5. Lori M. ROBERTS Belmont, CA

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

# NUCLEIC ACID MODIFYING AGENTS AND USES THEREOF

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>Biotium, Inc.</u>, a corporation of the <u>State of California</u>, having a place of business at <u>46117 Landing Parkway</u>, <u>Fremont, CA 94538</u>, (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 thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

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

- 1. 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; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Inventor(s) hereby 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 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 Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting any prosecuting 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 reasonable expenses incurred by said Inventor(s) 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 Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patont(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.
- 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.

9374509

Page 1 of 2

PATENT REEL: 043969 FRAME: 0055

PATENT ASSIGNMENT	Docket Number 35993-718.831
F TOWN	e: 10/13/17 Patrick/Gordon MCGARRAUGH Wai-Yee LEUNG
RECEIVED AND AGREED TO BY ASSIGNEE: BIOTIUM, INC.  Date: 10/13 (17)  By	Name: Fei MAO Title: Chief Technology Officer