

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4922778

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ARMUNE BIOSCIENCE, INC.	12/15/2017
RECEIVING PARTY DATA		
Name:	EXACT SCIENCES DEVELOPMENT COMPANY, LLC	
Street Address:	441 CHARMANY DRIVE	
City:	MADISON	
State/Country:	WISCONSIN	
Postal Code:	53719	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15933574
CORRESPONDENCE DATA		
Fax Number:	(608)662-1276	
<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>		
Email:	macheckett@casimirjones.com	
Correspondent Name:	TANYA A. ARENSON	
Address Line 1:	CASIMIR JONES, S.C.	
Address Line 2:	2275 DEMING WAY, STE 310	
Address Line 4:	MIDDLETON, WISCONSIN 53562	
ATTORNEY DOCKET NUMBER:	UM-31399/US-4/CON	
NAME OF SUBMITTER:	TANYA A. ARENSON	
SIGNATURE:	/Tanya A. Arenson/	
DATE SIGNED:	04/19/2018	
Total Attachments: 5		
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source=31399US2ORD_Armune_EXACT_Assignment_EXEC#page2.tif		
source=31399US2ORD_Armune_EXACT_Assignment_EXEC#page3.tif		
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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (this “Assignment”) is made as of December 15, 2017, by and between **ARMUNE BIOSCIENCE, INC.**, a Delaware corporation (“Transferor”) and **EXACT SCIENCES DEVELOPMENT COMPANY, LLC**, a Delaware limited liability company (“Company”).

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement dated as of the date hereof by and between the Transferor and the Company (the “Asset Purchase Agreement”), Transferor agreed to transfer to Company various intellectual property rights, including the patent rights in applications set forth on Appendix A hereto and described below (collectively, the “Patent Rights”); and

WHEREAS, Transferor desires to transfer and assign to Company, and Company desires to accept the transfer and assignment of, all of Transferor’s worldwide right, benefit, title and interest in, to, and under the Patent Rights.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in this Assignment, the covenants and agreements contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment of Rights by Transferor.** Transferor does hereby transfer, assign, set over, convey and deliver to Company, and Company hereby accepts from Transferor, all of Transferor’s right, benefit, title, and interest in, to and under the Patent Rights, including, without limitation, (i) all future patents which may be granted therefor throughout the world and all divisions, reissuances, reexaminations, substitutions, continuations, continuations-in-part, revisions, renewals, foreign counterparts and extensions of the Patent Rights (collectively “Future Patents”), and (ii) all rights to sue for infringement of any Patent Rights or Future Patents, whether arising prior to or subsequent to the date of this Assignment, and to retain any damages collected thereby. Transferor hereby authorizes and requests the United States Patent and Trademark Office and other patent offices throughout the world to issue all Future Patents, insofar as Transferor’s interest is concerned, to Company.

2. **Further Assurances.** Transferor shall execute any and all applications, assignments, declarations, affidavits, powers of attorney, and any other papers in connection therewith reasonably necessary to perfect such right, benefit, title, and interest in Company.

3. **Power of Attorney.** Transferor does hereby appoint Company (and any officer or agent of the Company as the Company may select in its exclusive discretion) as the Transferor’s true and lawful attorney-in-fact, with the power to endorse Transferor’s name on all applications, documents, pleadings, papers and instruments, and take any other actions necessary or desirable in the discretion of the Company for the Company to enforce, defend, or perfect its right, benefit,

title, and interest in the Patent Rights and otherwise carry out the activities described in this Assignment. This power of attorney is coupled with an interest and shall be irrevocable. Transferor hereby ratifies all actions taken by such attorney-in-fact.

4. **No Modification of the Asset Purchase Agreement.** Nothing in this Assignment shall be construed to enlarge, restrict, or otherwise modify the terms of the Asset Purchase Agreement. In the event of any conflict or ambiguity between the provisions of this Assignment and the Asset Purchase Agreement, the provisions in the Asset Purchase Agreement shall control.

5. **Enforceability.** This Assignment is being executed by Transferor and shall be binding upon it and its respective successors and assigns, for the uses and purposes set forth above, and shall be effective as of the date hereof.

6. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to its conflicts or choice of law provisions.

7. **Counterparts.** This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Transferor and Company have each caused this Assignment to be executed by its duly authorized corporate officer effective as of the date first written above.

TRANSFEROR:

ARMUNE BIOSCIENCE, INC.

By: 

Name: David Esposito

Title: President and Chief Executive Officer

COMPANY:

EXACT SCIENCES DEVELOPMENT
COMPANY, LLC

By: _____

Name: Kevin T. Conroy

Title: President

[Signature Page to Assignment of Patent Rights]

IN WITNESS WHEREOF, Transferor and Company have each caused this Assignment to be executed by its duly authorized corporate officer effective as of the date first written above.


TRANSFEROR:

ARMUNE BIOSCIENCE, INC.

By: _____
Name: David Esposito
Title: President and Chief Executive Officer

COMPANY:

EXACT SCIENCES DEVELOPMENT
COMPANY, LLC

By:  _____
Name: Kevin T. Conroy
Title: President

[Signature Page to Assignment of Patent Rights]

**Appendix A
Patent Rights**

Application No.	Filing Date	Patent No.	Issue Date	Title
US 61/314,750*	17-Mar-2010			Using Phage Epitopes to Profile the Immune Response
PCT/US2011/28845*	17-Mar-2011			Using Phage Epitopes to Profile the Immune Response
EP 11757004.4*	17-Mar-2011			Using Phage Epitopes to Profile the Immune Response
US 13/050,544*	17-Mar-2011			Using Phage Epitopes to Profile the Immune Response
US 14/822,045*	10-Aug-2015	US 9,658,231	23-May-2017	Using Phage Epitopes to Profile the Immune Response
US 62/582,893	07-Nov-2017			Methods and Compositions for Detecting Cancer

* Co-owned by Armune BioScience, Inc. and The Regents of the University of Michigan.