

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4975499

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	OWL BIOMEDICAL, INC	05/23/2018
RECEIVING PARTY DATA		
Name:	OWL BIOMEDICAL, INC	
Street Address:	75 ROBIN HILL ROAD	
City:	GOLETA	
State/Country:	CALIFORNIA	
Postal Code:	93117	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
Patent Number:	9863865	
Patent Number:	9604214	
Patent Number:	9453787	
Patent Number:	9446435	
Patent Number:	9404838	
Patent Number:	9372185	
Patent Number:	9372144	
Patent Number:	9360164	
Patent Number:	9194786	
Patent Number:	9168568	
Patent Number:	8822207	
CORRESPONDENCE DATA		
Fax Number:	(540)477-2571	
<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:	540 358 0448	
Email:	jackie@owlbiomedical.com	
Correspondent Name:	JAQUELIN K SPONG	
Address Line 1:	14412 SENEDO ROAD	
Address Line 4:	MOUNT JACKSON, VIRGINIA 22842	

ATTORNEY DOCKET NUMBER:	OWL-MAY2018
NAME OF SUBMITTER:	JAQUELIN K SPONG
SIGNATURE:	/Jaquelin K. Spong/
DATE SIGNED:	05/24/2018
Total Attachments: 4 source=Scan May 22, 2018#page1.tif source=Scan May 22, 2018#page2.tif source=Scan May 22, 2018#page3.tif source=APPENDIX A#page1.tif	

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this Assignment ') is made and entered into, effective as of May 23, 2018 (the Effective Date), by and among Owl biomedical, Inc., a Delaware Corporation (Assignor), and Owl biomedical, Inc., a Delaware Corporation (Assignor ("Assignee) (Assignor and Assignee each individually, a Party", and collectively, the "Parties).

WHEREAS, Assignor is the sole Owner/Applicant on all items referred to in Appendix A.

NOW, THEREFORE, Assignee wishes to have all such assignments recorded in the USPTO Assignment Recordation Division, Assignor hereby irrevocably assigns, transfers, and conveys unto Assignee:

- (a) Assignors entire right, title and interest, everywhere in the world, in and to
 - (i) the U.S. and foreign patents and patent applications listed on Schedule A attached hereto and incorporated herein by reference;
 - (ii) all reissues, reexaminations, divisionals, extensions, continuations, and continuations-in-part relating to the patents and patent applications in subsection l(a)(i) above;
 - (iii) all foreign counterparts of the patents and patent applications in Subsections above which may be granted thereon in such foreign countries; and
 - (iv) all priority rights and all rights in the subject-matter of any and all Claims which may be obtained in every such patent as described in subsections l(a)(i); (all of the foregoing in this Section l(a). collectively, the "Assigned Patents and Applications"); together with,
- (b) the right, if any, to register, prosecute, maintain and defend the Assigned Patents and Applications before any public or private agency, office or registrar;
- (c) all rights of Cooperation that have been pledged or assigned to Assignor with respect to the Assigned Patents and Applications;
- (d) the right to sue and bring any causes of action (whether currently pending, filed or otherwise) and all other enforcement rights and rights to remedies under, on account of, or related to any of the Assigned Patents and Applications and/or any item in any of the foregoing categories including, without limitation, all causes of action and other enforcement rights for (i)

damages, (ii) injunctive relief, and (iii) other remedies of any kind for past, current and future infringement, misappropriation or violation of rights and all rights to sue for any of the foregoing; and

(e) any current or future right to collect royalties and other payments under or on account of any of the Assigned Patents and Applications, as well as all rights to assign or sell an interest in such royalties or other payments to third parties.

2. Authorization. Assignor hereby authorizes the respective patent office or governmental agency in each Jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Assigned Patents and Applications in the name of Assignee (or Assignee's designee) as the assignee to the entire interest therein, to record Assignee (or Assignee's designee) as the assignee and owner of the Assigned Patents and Applications and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and Communications as may be warranted by this Assignment.

3. Further Assurances. Assignor shall use its best efforts to take all actions and execute and deliver all documents that Assignee (or its successors, assigns, or legal representatives) may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to the Assigned Patents and Applications assigned to it hereunder. In the event that Assignee is unable or unwilling for any reason whatsoever to take any action or secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as Assignor's agent and attorney-in-fact, and grants to Assignee a power-of-attorney with full power of Substitution, to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor, and such power of attorney shall be deemed coupled with an interest for the purposes of effecting the foregoing assignments.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Assignor and the Assignee and their respective successors and assigns.

5. Governing Law and Jurisdiction. This Assignment shall be interpreted, construed, and enforced in all respects in accordance with the laws of the United States of America, without reference to its choice of law principles to the contrary, to which the Parties submit.

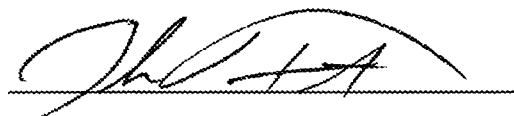
Notwithstanding the preceding sentence, any question concerning the validity of any intellectual property right shall be subject to the law and Jurisdiction of the country in which such intellectual property right exists.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Instrument. The Parties acknowledge and agree that a counterpart of this Agreement bearing a signature of a Party that is reproduced or transmitted via email of a .pdf file, photocopy, facsimile, or other process of complete and accurate reproduction and transmission will be deemed an original document.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

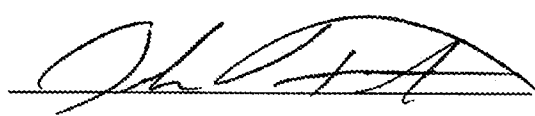
ASSIGNOR:

ASSIGNEE:



John S. Foster, President

Date: May 23, 2018



John S. Foster, President

Date: May 23, 2018

PATENTS

PAT. NO.	Title
1	<u>9,863,865</u> T <u>Cell sorting system using electromagnetic solenoid</u>
2	<u>9,604,214</u> T <u>Cell sorting system using microfabricated components</u>
3	<u>9,453,787</u> T <u>MEMS-based single particle separation system</u>
4	<u>9,446,435</u> T <u>Particle manipulation system with cytometric capability</u>
5	<u>9,404,838</u> T <u>Particle manipulation system with out-of-plane channel and focusing element</u>
6	<u>9,372,185</u> T <u>MEMS particle sorting actuator and method of manufacture</u>
7	<u>9,372,144</u> T <u>Particle manipulation system with out-of-plane channel</u>
8	<u>9,360,164</u> T <u>Particle manipulation system with stay-wet algorithm</u>
9	<u>9,194,786</u> T <u>Particle manipulation system with cytometric capability</u>
10	<u>9,168,568</u> T <u>Particle manipulation system with cytometric confirmation</u>
11	<u>8,822,207</u> T <u>Cartridge for MEMS particle sorting system</u>