

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5152188

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	COLE HARRIS	01/10/2002
RECEIVING PARTY DATA		
Name:	EXAGEN DIAGNOSTICS, INC.	
Street Address:	1261 LIBERTY WAY	
Internal Address:	SUITE C	
City:	VISTA	
State/Country:	CALIFORNIA	
Postal Code:	92081	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16135694
CORRESPONDENCE DATA		
Fax Number:	(312)913-0002	
<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:	3129130001	
Email:	harper@mbhb.com	
Correspondent Name:	MCDONNELL BOEHNNEN HULBERT & BERGHOFF LLP	
Address Line 1:	300 SOUTH WACKER DRIVE	
Address Line 2:	SUITE #3100	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	11-287-PCTUSCON	
NAME OF SUBMITTER:	DAVID HARPER	
SIGNATURE:	/David Harper/	
DATE SIGNED:	09/21/2018	
Total Attachments: 9		
source=11-287-PCT Employment Agreement (Executed) (Cole Harris)#page1.tif		
source=11-287-PCT Employment Agreement (Executed) (Cole Harris)#page2.tif		
source=11-287-PCT Employment Agreement (Executed) (Cole Harris)#page3.tif		
source=11-287-PCT Employment Agreement (Executed) (Cole Harris)#page4.tif		

source=11-287-PCT Employment Agreement (Executed) (Cole Harris)#page5.tif
source=11-287-PCT Employment Agreement (Executed) (Cole Harris)#page6.tif
source=11-287-PCT Employment Agreement (Executed) (Cole Harris)#page7.tif
source=11-287-PCT Employment Agreement (Executed) (Cole Harris)#page8.tif
source=11-287-PCT Employment Agreement (Executed) (Cole Harris)#page9.tif

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into as of September 1, 2006 between Exagen Diagnostics, Inc. and Cole Harris (each referred to as a "Party" and collectively referred to as the "Parties"). In consideration of the premises and covenants herein set forth and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Treatment of Confidential Information. The Confidential Information (as defined in Section 2), whether transmitted orally, in writing or in any other form, and whether prepared by a Party or its employees, agents, advisors or other representatives, shall be preserved in strict confidence by the Party receiving the Confidential Information (the "Receiving Party"), shall not be disclosed, disseminated or distributed by the Receiving Party other than as expressly authorized herein, and shall be used exclusively for the purposes or business transactions contemplated by this Agreement. Disclosure of the Confidential Information may be made only to employees, agents or independent contractors of a Party who are directly involved in consideration of the transaction which is the subject of this Agreement and who are bound to maintain its confidence.

2. Definition of Confidential Information. The term "Confidential Information" shall mean for purposes of this Agreement, any business, financial or technical information or data in any form or medium, tangible or intangible, used in or relating to the properties, business activities, or operations of the transmitting party (the "Disclosing Party") which is actually disclosed, either orally or in writing, by the Disclosing Party to the Receiving Party, whether before or after the date of this Agreement, whether machine or user readable, including, without limitation, (a) information of a technical nature such as trade secrets, patents, product specifications, data, know-how, formulas, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, innovations, improvements, past, current and planned research and development, computer software and programs (including object code and source code), and database technologies, systems, structures and architectures; (b) information of a business nature, such as marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, information and data concerning costs, profits, market share, sales, current or planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, or information regarding suppliers, dealers, or lenders; (c) information regarding personnel and human resources such as organizational structure, salary, personnel training techniques and materials, and employees' qualifications; (d) information generated or derived by the Receiving Party or its officers, directors, partners, employees, affiliates, agents and representatives (collectively, its "Representatives") that contains, reflects or is derived from any of the information described above; and (e) any other information obtained from the Disclosing Party which is not known to the public. "Confidential Information" shall not include information which is shown by clear and convincing evidence to be (i) publicly available without breach by the Receiving Party of its obligations to the Disclosing Party under this Agreement; (ii) known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (iii) known to the Receiving Party from a source other than the Disclosing Party, provided that source is not bound by a confidentiality or similar agreement with the Disclosing Party or otherwise prohibited from transmitting such information; (iv) independently developed by the Receiving Party; (v) disclosed by the Disclosing Party to a third party free of any duty of confidentiality on the third party; (vi) disclosed under operation of law provided the Receiving Party gives the Disclosing Party reasonable notice prior to such disclosure and cooperates with the Disclosing Party in its efforts to keep the Confidential Information confidential; (vii) disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or (viii) inherently disclosed in products or services being developed or marketed by the Receiving Party prior to the receipt of pertinent Confidential Information from the Disclosing Party.

3. Ownership of Confidential Information. The Disclosing Party shall retain all right, title and interest in and to the Confidential Information, including all intellectual property represented thereby or associated therewith, and no license or assignment, by implication, estoppel or otherwise, is granted by the Disclosing Party to the Receiving Party to make, have made, use, or sell any product using the Confidential Information, or a license under any patent, patent application, utility model, copyright, trade secret, trademark, service mark or any other similar industrial or intellectual property right. At no time and under no circumstances shall the Receiving Party reverse-engineer, decompile or disassemble any part of the Confidential Information.

4. Responsibility for Breach. Each Party agrees to be responsible for any breach of this Agreement by any third party to whom such Party has provided Confidential Information, or any portion thereof. If a Party or any third party to whom such Party has provided Confidential Information becomes legally compelled (by oral question, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by rule, regulation or other applicable law) to disclose any Confidential Information, such Party shall promptly notify the other Party of such requirement before any disclosure is made so that the other Party may seek a protective order or other appropriate remedy or may waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or if a Party waives compliance with the provisions hereof, each Party agrees that only that portion of the Confidential Information which it is legally required to disclose (as advised by a written opinion of counsel) will be disclosed, and each Party agrees to exercise its best efforts to obtain assurance that the Confidential Information will be treated confidentially upon disclosure.

5. Term. This Agreement will continue in full force and effect for so long as the Parties continue to exchange Confidential Information and for as long as information disclosed remains Confidential Information. The Parties agree that if the business transaction does not proceed within a reasonable time, or upon any request from either Party, each Party shall promptly deliver to the other Party all written Confidential Information and any other written material containing or reflecting Confidential Information and will not retain any copies, extracts or other reproductions in whole or in part of such written material. All documents, memoranda, notes and other writings whatsoever prepared by each Party, or respective representatives, based on the information included in the Confidential Information shall be promptly destroyed, and such destruction shall be certified in writing by an authorized officer supervising such destruction. Notwithstanding the return or destruction of any Confidential Information, each Party shall continue to be bound by its obligations of confidentiality and other obligations hereunder.

6. Form of Relief. The Parties hereby acknowledge and agree that, in the event of any breach of this Agreement by either Party, including, without limitation, the actual or threatened disclosure of a Party's Confidential Information without the express prior written consent of that Party, such Party will suffer irreparable harm and injury and no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, each Party hereby agrees that, in any such event, the harmed Party shall be entitled to seek specific performance of the other Party's obligations under this Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction.

7. Confidentiality of Discussions. Unless otherwise required by law, without the prior written consent of the other Party, neither a Party nor its representatives shall disclose to any person (including any corporation, company, partnership or individual) either the fact that discussions or negotiations are taking place concerning a possible business transaction between the Parties or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

8. Assignment. This Agreement and the rights and obligations of either Party under this Agreement may be assigned or transferred only upon the prior written approval of the other Party hereto. The rights and obligations of the Parties hereto will inure to the benefit of, will be binding upon, and will be enforceable by the Parties hereto, their representatives and their permitted successors and assigns.

9. Modifications. No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in writing signed by the Party against whom it is sought to be enforced.

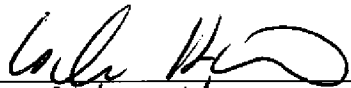
10. Choice of Law. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING CHOICE OF LAW AND CONFLICTS OF LAW PRINCIPLES WHICH DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT STATE.** The rule of construction that contracts are to be construed strictly against the drafter is expressly made inapplicable to this Agreement.

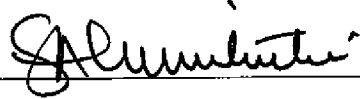
11. Severability. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or

modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one Party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the Parties' respective rights and obligations hereunder.

12. Counterparts. This Agreement may be executed in any number of counterparts and any Party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when all counterparts taken together shall have been executed and delivered by the Parties. A telecopied facsimile of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms hereof.

Exagen Diagnostics, Inc.

By: 
Name: Cole Harris
Its: VP Computational Science

By: 
Name: _____
Its: _____

**EXAGEN CORPORATION
EMPLOYMENT AGREEMENT**

As an employee to Exagen ^{Corporation} ~~International, Inc.~~ ⁶⁰² ~~Inc.~~, its subsidiaries, affiliates, successors or assigns hereinafter referred to as the "Company", and in consideration of said paid employment relationship, hereinafter referred to as the "Employment Relationship", and the compensation now and hereafter paid to me, I agree to be bound by the terms and conditions of this Employment Agreement.

1. At-Will Employment

I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I also understand that any representation to the contrary is unauthorized and not valid unless obtained in writing and signed by the President of the Company. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice. The Company reserves the right to seek injunctions and/or, damages in court to enforce any trade secret, confidentiality, patent or copyright assignment in the agreement.

2. Confidential Information

- a. I understand and acknowledge that a substantial portion of the information acquired by me in the course of my employment with the Company will constitute information of a proprietary and confidential nature, even if not physically marked as such (the "Protected Information"). I understand that Protected Information includes, but is not limited to, the following:
 1. Discoveries, concepts, and ideas including, without limitation, the nature and results of contract procurement activities, research and development activities, processes, formulas, inventions, computer programs, software, computer-related equipment or technology, techniques, "know-how", designs, drawings, plans and specification relating to the Company's activities;
 2. All proposed products, contracts, prospective contracts, declined contracts, bid solicitations, technical, businesses management, and cost price proposals, negotiations and related information, whether now or hereafter existing, developed for use on any of the Company contract, solicitation or negotiations, all modifications, enhancements, and versions of all options available with respect thereto, and all future bids, solicitations, and negotiations developed or derived there from;
 3. All Company manuals of any nature;

4. All Company mailing lists, names and addresses of customers and potential customers purchasing information, pricing policies, bid and quoting procedures, financial information, supplier and distributor data, business methods, forms, and other materials and information relating to the Company's business and activities and the manner in which the Company does business;
 5. Employee records of any kind and nature, employee applications, employee complaints and disputes, including but not limited to, union negotiations, contract implementation, grievances and complaints;
 6. Notes, memoranda and anything else written directly or indirectly involving any business of the Company written by the Company or myself;
- b. Company Information - I agree at all times during the term of my Employment Relationship and thereafter to hold in strictest confidence, and not use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the President of the Company, any trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its clients, employees or licenses.
- c. Former Employer Information - I agree that I will not, during my Employment Relationship with the Company, improperly use or disclose any proprietary information or trade secrets of my former or concurrent employers or companies, if any, and that I will not bring onto the premises of the Company any unpublished document or any property belonging to my former or concurrent employers or companies, if any, unless consented to in writing by said employers or companies.
- d. Third Party Information - I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during the term of my Employment Relationship and thereafter, a duty to hold to all such confidential or proprietary information in the strictest confidence and not disclose it to any person, firm or corporation, (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than the Company or such third party (consistent with the Company's agreement with such third party) without the express written authorization of the Board of Directors of the Company.

3. Retaining and Assigning Invention and Original Works

- a. Invention and Original Works Retained by Me - I have attached hereto, as Exhibit "A", a list describing all inventions, original works or authorship, developments, improvements, and trade secrets which were made by me prior to my Employment Relationship with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business and products, and which are not assigned to the Company; or, if no such list is attached, I represent that there are no such inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.
- b. Invention and Original Works Assigned to the Company - I agree that any inventions, designs, improvements, and discoveries made by me during the term of my Employment Relationship, solely or jointly with other, which are made with the Company's equipment, supplies, facilities, trade secrets, or time, or which relate to the business of the Company or the Company's actual or anticipated research or development, or which result from any work performed by me for the Company, shall be the exclusive property of the Company. I agree that I will promptly and fully inform and disclose to the Company all such inventions, designs, improvements and discoveries, and to assign such inventions to the Company. I also agree that the Company shall have the right to keep such inventions as trade secrets, if the Company chooses. I shall assist the Company in obtaining patents in the United States and in all foreign countries on all inventions, designs, improvements and discoveries deemed patentable by the Company, and shall execute all documents and do all things necessary to obtain letters patent, to vest the Company with full and extensive titles to the patents, and to protect the patents against infringement by others. For purposes of this Paragraph, an invention is deemed to have been made during the period of my Employment Relationship if, during such period, the invention was conceived or first actually reduced to practice, and I agree that any patent application filed by me within one year after termination of my Employment Relationship shall be presumed to relate to an invention made during the term of my Employment Relationship, unless I provide evidence to the contrary if requested by the Company. An invention shall be deemed to have been made during my employment if during such period the invention was conceived, first actually reduced to practice or otherwise put in a tangible form, and any patent application, trademark application or copyright application filed within one (1) year after termination of this Agreement shall be presumed to relate to an invention which was made during my employment unless I can provide satisfactory evidence to the contrary.

- c. Maintenance of Records - I agree to keep and maintain adequate and current written records of all inventions and original works of authorship made by me (solely or jointly with others) during the terms of my Employment Relationship with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.
- d. Inventions Assigned to the United States - I agree to assign to the United States government all my right, title and interest in and to any and all inventions, original works of authorship, developments, improvements or trade secrets whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.
- e. Obtaining Letters Patent, Copyrights, and Mask Work Rights - I agree that my obligation to assist the Company to obtain United States or foreign letters patent, copyrights, or mask work rights covering inventions, works of authorship, and mask works, respectively, assigned hereunder to the Company shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or pursue any application for any United States or foreign letters patent, copyrights, or mask work rights covering inventions or other rights assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other letters patent, copyrights, and mask work rights with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement or any patents, copyrights, or mask work rights resulting from any such application assigned hereunder to the Company.

4. Conflicting Employment

I agree that, during the term of my Employment Relationship with the Company, and unless otherwise approved by the Company President, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

5. Returning Company Documents

I agree that, at the time of leaving the Employment Relationship with the Company, I will deliver to the Company (and will not keep in my possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property or reproductions of any aforementioned items belonging to the Company, its successors or assigns. In the event of the termination of my Employment Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit "B".

6. Representation

I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

7. Injunctive Relief and Damages

Recognizing the irreparable nature of the injury that could be done by my violation of this Agreement and that money damages would be inadequate compensation to the Company, it is agreed that any violation of this Agreement by me should be the proper subject for immediate injunctive relief, specific performance, and other equitable relief to the Company. I further agree to communicate the contents of this section and the non-competition and non-disclosure sections of this Agreement to any prospective employer or associate.

8. Waiver

No default by me shall be waived or acquiesced in by the Company by reason of the Company's failure to exercise any right or remedy granted herein or by law, nor shall such failure be deemed a waiver of or acquiescence in later defaults.

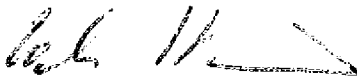
9. General Provisions

- a. Governing Law - The laws of the State of New Mexico will govern this Agreement.
- b. Entire Agreement - This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor waiver of any rights under this agreement, will be effective unless it is in writing

and signed by the Company and myself. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this agreement.

- c. Invalidity - If any provision of this Agreement or its application to any person or circumstances is invalid or unenforceable, the remainder of this Agreement or the applicability of such term or provision to any person or circumstance other than to those to which it is held invalid or unenforceable shall not be affected and every term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any period of time stated in any section of this Agreement is longer or greater than the maximum period of time permitted by law, then the period of time therein shall be deemed to be the maximum permissible time period. The existence of any claim or cause of action of mine against the Company, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the obligations and covenants of me under this Agreement.
- d. Successor and Assigns - This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the company, its successors and its assigns.

10. This Agreement shall be in full force and effect immediately upon the date of execution.



Signature of Employee



Print Name

1/10/02

12/10/02 CHW

Date



Waneta Tuttle, President
Exagen International, Inc.

1/9/02

Date