

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5205349

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	CARIS LIFE SCIENCES SWITZERLAND HOLDINGS GMBH	09/19/2018
RECEIVING PARTY DATA		
Name:	CARIS SCIENCE, INC.	
Street Address:	750 WEST JOHN CARPENTER FREEWAY	
Internal Address:	SUITE 800	
City:	IRVING	
State/Country:	TEXAS	
Postal Code:	75039	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	60951812	
Application Number:	61050438	
Application Number:	12524462	
Application Number:	12711499	
Application Number:	13489686	
Application Number:	15381668	
CORRESPONDENCE DATA		
Fax Number:	(336)721-3660	
<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:	4048727000	
Email:	KAYLA.FISHER@WBD-US.COM	
Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP	
Address Line 1:	ATTN: IP DOCKETING	
Address Line 2:	P.O. BOX 7037	
Address Line 4:	ATLANTA, GEORGIA 30357	
NAME OF SUBMITTER:	KAYLA FISHER	
SIGNATURE:	/kayla fisher/	
DATE SIGNED:	10/25/2018	

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of September 13, 2018 (the "Effective Date"), by and between Caris Life Sciences Switzerland Holdings GmbH (equivalently referred to as Caris Life Sciences Switzerland Holdings SARL; Caris Life Sciences Switzerland Holdings S.à r.l.; or Caris Life Sciences Switzerland Holdings LLC), a Swiss limited liability company located in Basel, Switzerland (formerly known as Caris Life Sciences Luxembourg Holdings S.à r.l.) ("Assignor") and Caris Science, Inc., a Texas corporation having its principal place of business at 750 West John Carpenter Freeway, Suite 800, Irving, TX 75039, USA, and formerly a Delaware corporation and having its principal place of business at 6655 N. MacArthur Blvd, 3rd Floor, Irving TX, 75039 USA ("Assignee"). Each of Assignor and Assignee may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, ImmunoTheragnostics, Inc. ("ITI") and the University of Louisville Research Foundation, Inc. ("ULRF") entered into that certain Exclusive License Agreement dated January 31, 2008 (the "ULRF License");

WHEREAS, Caris MPI, Inc. ("MPI") later acquired ITI as a wholly-owned subsidiary of MPI in that certain Stock Purchase Agreement dated December 9, 2008;

WHEREAS, MPI assigned the ULRF License and transferred all right, title and interest in and to the related intellectual property assets to Caris Life Sciences Luxembourg Holdings S.à r.l. ("Caris LUX") pursuant to that certain Intellectual Property Assignment Agreement dated March 31, 2010 (the "IP Assignment");

WHEREAS, Caris LUX was re-domiciled in Switzerland and was renamed to Caris Life Sciences Switzerland Holdings GmbH (equivalently referred to as Caris Life Sciences Switzerland Holdings SARL; Caris Life Sciences Switzerland Holdings S.à r.l.; or Caris Life Sciences Switzerland Holdings LLC) in that certain Public Deed dated October 1, 2013; and

WHEREAS, Assignor now desires to assign and transfer, and Assignee desires to receive, Assignor's right, title and interest in and to the ULRF License and the related intellectual property assets.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises, covenants, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT AND ASSUMPTION

1.1 "Licensed Patents" means all U.S. and foreign (a) patent applications and letters patents listed on *Exhibit A* to this Agreement, (b) all continuations, divisionals, reissues, and reexaminations thereof (including equivalents, extensions, or substitutions thereof and non-U.S.

equivalents of any of the foregoing, including foreign counterparts thereof) and all patents that issue from or claim priority to the foregoing and (c) counterpart patents and patent applications claiming priority to any of the foregoing, under which license rights are granted by ULRF pursuant to the terms of the ULRF License. For clarity, all Licensed Patents are assigned to ULRF.

1.2 Assignor hereby assigns, transfers, conveys and delivers to Assignee, any and all of Assignor's right, title and interest in and to the ULRF License, to have and to hold the same, and Assignee hereby accepts and assumes all of Assignor's right, title and interest in and to the ULRF License, including, but not limited to, all performance obligations of Assignor thereunder and agrees to be bound thereby.

1.3 Assignor hereby transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's worldwide right, title, and interest in and to:

- (i) the Licensed Patents; and
- (ii) all claims and causes of action now in existence or arising in the future resulting from past, present, or future infringement of any or all of Licensed Patents, including, without limitation, the sole and exclusive right to sue in its own name and recover damages for past, present, and future infringement of any of the Licensed Patents, in accordance with the ULRF License.

1.4 To the extent not included within Sections 1.2 and 1.3 of this Agreement, Assignor hereby assigns, transfers, conveys and delivers to Assignee, any and all of Assignor's right, title and interest in and to the IP Assignment, to have and to hold the same, and Assignee hereby accepts and assumes all of Assignor's right, title and interest in and to the IP Assignment, including, but not limited to, all performance obligations of Assignor thereunder and agrees to be bound thereby.

2. CONDITIONS AND COVENANTS

2.1 Assignor's enjoyment of its right, title and interest in and to the ULRF License and the Licensed Patents hereunder shall comply with the relevant and applicable terms and conditions of the ULRF License.

2.2 Upon the Effective Date, Assignee assumes all of Assignor's responsibility for the prosecution and payment of all fees associated with maintaining the Licensed Patents.

2.3 Assignee shall use all reasonable commercial efforts to maintain the ULRF License in full force and effect for the duration of the terms thereof.

3. TERM AND TERMINATION OF AGREEMENT

3.1 This Agreement shall be effective beginning on the Effective Date, and shall expire upon the expiration of last of the ULRF License, Licensed Patents, or IP Assignment to expire, whichever is later.

4. MISCELLANEOUS

4.1 Compliance with Laws. The obligations of the Parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the Parties and this transaction, and to orders, regulations, directions or requests of any such government.

4.2 Governing Law; Venue/Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Texas, without reference to its choice of law principles. Neither any Assignor nor Assignee will commence or prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement other than in the state or federal courts located in the State of Texas. Assignor and Assignee irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.

4.3 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

4.4 Waiver. Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

4.5 Further Assurances. Each Party agrees to execute and deliver such other instruments and documents and to take all such actions as the other Party, its successors, assigns or other legal representatives may reasonably request to effect the terms of this Agreement and the execution and delivery of any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required.

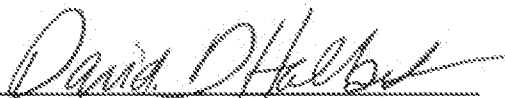
4.6 Entire Agreement. This Agreement, including *Exhibit A* attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, undertakings, understandings, negotiations, and discussions, oral and written. No oral explanation or oral information by a Party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in writing signed by authorized representatives of each of the Parties.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

ASSIGNOR

Caris Life Sciences Switzerland
Holdings GmbH

By:


David D. Halbert

Title: CEO


Date:

9/19/2018

ASSIGNEE

Caris Science, Inc.

By:


David D. Halbert

Title: CEO

Date:

9/19/2018

Signature attestation on following page.

Attestation as to CARIS LIFE SCIENCES SWITZERLAND HOLDINGS GMBH

STATE OF TEXAS
COUNTY OF DALLAS

19 Before me, a Notary Public in and for the State identified above in this attestation, on this day of September, 2018, personally appeared David D. Halbert, who being duly sworn, signed and acknowledged the foregoing Assignment on behalf of CARIS LIFE SCIENCES SWITZERLAND HOLDINGS GMBH as his/her free act and deed with authority to do so.

Kelly Berman
NOTARY PUBLIC

My Commission Expires: 5/23/2020

Attestation as to CARIS SCIENCE, INC.

STATE OF TEXAS
COUNTY OF DALLAS

19 Before me, a Notary Public in and for the State identified above in this attestation, on this day of September, 2018, personally appeared David D. Halbert, who being duly sworn, signed and acknowledged the foregoing Assignment on behalf of CARIS SCIENCE, INC. as his/her free act and deed with authority to do so.

Kelly Berman
NOTARY PUBLIC

My Commission Expires: 5/23/2020

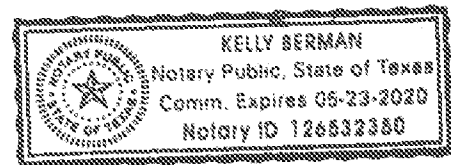
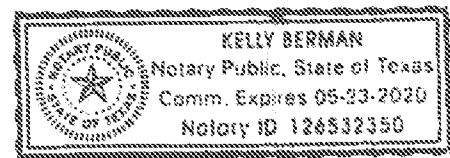


Exhibit A -- Licensed Patents

Case Bucket No.	Jurisdiction	Appl. No.	Filing Date	Patent No.	Issue Date	Title	Inventors
719.101	United States	60/951,812	7/25/2007			EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.102	United States	61/050,438	8/5/2008			EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.331	United States	12/524,462	7/25/2008	8,216,784	7/10/2012	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.301	United States	12/711,499	2/24/2010	8,637,254	1/28/2014	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.302	United States	13/489,686	6/6/2012			EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.303	United States	15/381,668	12/16/2016			EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.601	Patent Cooperation Treaty	352008/7123	7/25/2008			EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.611	European Patent Convention	EP08796656	7/25/2008	EP2181332	9/10/2013	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.612	European Patent Convention	EP13162506	7/25/2008	EP2613149	9/17/2014	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.613	European Patent Convention	EP14180889	7/25/2008	EP2806273	9/6/2017	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.641	United Kingdom	GB0914442.9	7/25/2008	GB2459228	6/20/2012	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.681	Australia	20088279016	7/25/2008	20088279016	12/5/2013	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.691	Brazil	PI0807318-0	7/25/2008			EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.701	Canada	2676113	7/25/2008	2,676,113	7/8/2014	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.711	China (People's Republic)	20088002522 1.0	7/25/2008	101755208	5/7/2014	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.712	China (People's Republic)	20131016362 63	7/25/2008			EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.731	Israel	200628	7/25/2008	200628	3/1/2016	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.732	Israel	252840	7/25/2008			EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.733	Israel	242337	7/25/2008	242337	8/30/2017	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.741	India	3310/DELNP- 2010	7/25/2008			EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.761	Japan	2010-518421	7/25/2008	5136829	12/14/2012	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.762	Japan	2012-269463	7/25/2008	5291241	6/14/2013	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.783	Japan	2013-079686	7/25/2008	5383940	10/11/2013	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.791	New Zealand	578350	7/25/2008			EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK
719.841	South Africa	2009/05006	7/25/2008	2009/05006	1/28/2010	EXOSOME-ASSOCIATED MICRORNA AS A DIAGNOSTIC MARKER	TAYLOR, DOUGLAS D.; GERCEL-TAYLOR, CICEK