

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5250517

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
POPULATION GENETICS TECHNOLOGIES LTD.	06/07/2016
RECEIVING PARTY DATA	
Name:	10X GENOMICS, INC.
Street Address:	7068 KOLL CENTER PARKWAY, SUITE 401
City:	PLEASANTON
State/Country:	CALIFORNIA
Postal Code:	94566
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16194047
CORRESPONDENCE DATA	
Fax Number:	(415)442-1001
<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:	4154421000
Email:	sheila.gloss@morganlewis.com
Correspondent Name:	MORGAN, LEWIS & BOCKIUS LLP (SF)
Address Line 1:	ONE MARKET, SPEAR STREET TOWER, SUITE 2800
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	104371-5016-US10
NAME OF SUBMITTER:	SHEILA R. GLOSS
SIGNATURE:	/Sheila R. Gloss/
DATE SIGNED:	11/26/2018
Total Attachments: 4	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment"), dated as of June 7, 2016, is made by Population Genetics Technologies Ltd, a corporation existing under the laws of England and Wales with company number 05116842 and registered office at Salisbury House, Station Road, Cambridge, CB1 2LA, United Kingdom ("PGT") and 10X Genomics, Inc., with offices at 7068 Koll Center Pkwy #401, Pleasanton, CA 94566 ("10X"), the purchaser of certain assets of PGT pursuant to the Intellectual Property Purchase and License Agreement between PGT and 10X, dated as of October 21, 2015 (the "IP Purchase Agreement").

WHEREAS, under the terms of the IP Purchase Agreement, PGT has conveyed, transferred and assigned to 10X, among other assets, certain intellectual property of PGT, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- 1. Assignment.** In consideration for the receipt by PGT of the Purchase Price stipulated in the IP Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, PGT hereby irrevocably conveys, transfers and assigns to 10X, and 10X hereby accepts, all of PGT's right, title and interest in and to the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**").
- 2. Recordation and Further Actions.** PGT authorizes the Commissioner for Patents and any other governmental officials to record and register this IP Assignment upon request by 10X. PGT shall, at 10X's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to 10X, or any assignee or successor thereto.
- 3. Terms of the IP Purchase Agreement.** The terms of the IP Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the IP Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Purchase Agreement and the terms hereof, the terms of the IP Purchase Agreement shall govern.
- 4. Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means

of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

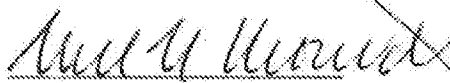
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any dispute, claim or matter arising from or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any such dispute or claim and irrevocably agree to submit to the jurisdiction of the courts of England and Wales for these purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PGT has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

**POPULATION GENETICS
TECHNOLOGIES LTD**


By: 
Name: Mel N. Kronick
Title: Director

Address for Notices:

Population Genetics Technologies Ltd
Salisbury House
Station Road
Cambridge
CB1 2LA
United Kingdom

AGREED TO AND ACCEPTED:

10X GENOMICS, INC.

By: 
Name: Matthew Murphy
Title: Vice President and General
Counsel

Address for Notices:

7068 Koll Center Pkwy #401
Pleasanton
CA 94566
United States of America

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

PGT Name	Entity	App No	Date Filed	Pat No	Date Issued	Status
CGLC-020PRV	US	61/235,595	8/20/2009			Expired
CGLC-020PRV2	US	61/288,792	12/21/2009			Expired
CGLC-020WO	WIPO	1B2010/002243	8/13/2010			Expired
CGLC-020EP	EP	10768061.3	8/13/2010	2467479		Registered in DE, ES, FR, GB
CGLC-020EPDIV	EP	15193733.1	8/13/2010			Pending
CGLC-020	US	13/387,343	2/15/2012	8,298,767	10/30/2012	Issued
CGLC-020CON	US	13/622,872	9/19/2012			Abandoned
CGLC-020CON2	US	13/859,450	4/09/2013	8,563,374	10/22/2013	Issued
CGLC-020CON3	US	14/021,790	9/09/2013	8,679,756	03/25/2014	Issued
CGLC-020CON4	US	14/172,694	2/04/2014	9,102,980	08/11/2015	Issued
CGLC-020CON5	US	14/792,094	7/06/2015			Pending
CGLC-020CON6	US	14/935,255	11/6/2015			Pending
CGLC-020CON7	US	14/939,738	11/12/2015			Pending