

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5251834

| | | |
|---|------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | RICHARD KEENAN | 01/09/2007 |
| | JEFF CHIOU | 01/09/2007 |
| | JENNIFER GABLE | 01/09/2007 |
| | KEN LI | 01/09/2007 |
| | ROGER TONG | 01/09/2007 |
| | MIKE RECKNOR | 01/09/2007 |
| | JAMES R. BRAIG | 01/09/2007 |
| RECEIVING PARTY DATA | | |
| Name: | OPTISCAN BIOMEDICAL CORPORATION | |
| Street Address: | 21021 CORSAIR BLVD. | |
| City: | HAYWARD | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 94545 | |
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | |
| Application Number: | 15868895 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (949)760-9502 | |
| <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: | 9497600404 | |
| Email: | efiling@knobbe.com | |
| Correspondent Name: | KNOBBE, MARTENS, OLSON & BEAR, LLP | |
| Address Line 1: | 2040 MAIN STREET | |
| Address Line 2: | 14TH FLOOR | |
| Address Line 4: | IRVINE, CALIFORNIA 92614 | |
| ATTORNEY DOCKET NUMBER: | OPTIS.170P1C2 | |
| NAME OF SUBMITTER: | JEFFERY L. HALLSTROM | |
| SIGNATURE: | /Jeffery L. Hallstrom/ | |
| DATE SIGNED: | 11/26/2018 | |

PATENT

Total Attachments: 6

source=assignment-optis-170p1c2#page1.tif

source=assignment-optis-170p1c2#page2.tif

source=assignment-optis-170p1c2#page3.tif

source=assignment-optis-170p1c2#page4.tif

source=assignment-optis-170p1c2#page5.tif

source=assignment-optis-170p1c2#page6.tif

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is by Richard Keenan, a United States citizen, residing in Livermore, CA; Jeff Chios, a United States citizen residing in Union City, CA; Jennifer Gable, a United States citizen, residing in Walnut Creek, CA; Ken Li, a United States citizen, residing in Piedmont, CA; Roger Tong, a United States citizen, residing in Berkeley, CA; Mike Recknor, a United States citizen, residing in Oakland, CA; and James R. Braig, a United States citizen, residing in Piedmont, CA ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled FLUID HANDLING CASSETTE SYSTEM FOR BODY FLUID ANALYZER and filed in the United States Patent and Trademark Office, on October 6, 2006 as Application No. 11/539,534 ("Application");

WHEREAS, OptiScan Biomedical Corporation, a Delaware Corporation, having offices at 21021 Corsair Blvd., Hayward, CA 94545, ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Application and any such Related Applications; and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after this Assignment, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, County of Alameda, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

Application No.: 11/539,534
Filing Date: 10/06/2006

ASSIGNMENT AGREEMENT
Client Code: OPTIS.170A
Page 3/6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of JANUARY, 2007.

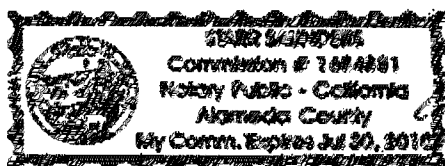
Richard Keenan
Richard Keenan

STATE OF California
COUNTY OF Alameda } ss.

On January 9th 2007 before me, Starr Saunders, notary public, personally appeared Richard Keenan personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument (he person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Starr Saunders
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of JANUARY, 2007.

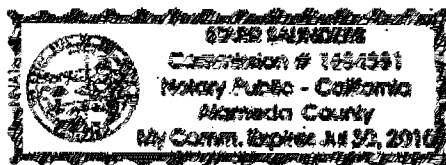
Jeff Chiou
Jeff Chiou

STATE OF California
COUNTY OF Alameda } ss.

On January 9th 2007 before me, Starr Saunders, notary public, personally appeared Jeff Chiou personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Starr Saunders
Notary Signature

Application No: 11/539,534
Filing Date: 10/06/2006

ASSIGNMENT AGREEMENT
Client Code: OPTIS.170A
Page 4/6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9 day of January, 2007.

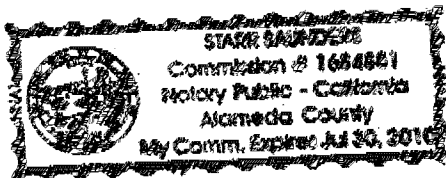
STATE OF California
COUNTY OF Alameda } ss.

Jennifer Gable
Jennifer Gable

On January 9th 2007, before me, Starr Saunders, notary public, personally appeared Jennifer Gable personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Starr Saunders
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9 day of January, 2007.

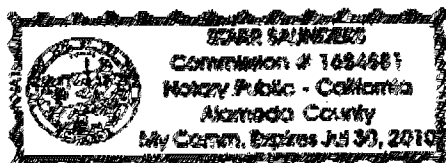
STATE OF California
COUNTY OF Alameda } ss.

Ken Li
Ken Li

On January 9th 2007, before me, Starr Saunders, notary public, personally appeared Ken Li personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Starr Saunders
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 1 day of January, 2007.

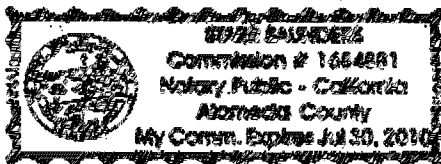
STATE OF California }
COUNTY OF Alameda } ss.

Roger Tong
Roger Tong

On January 1st 2007, before me, Starr Saunders, notary public, personally appeared Roger Tong personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Starr Saunders
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of January, 2007.

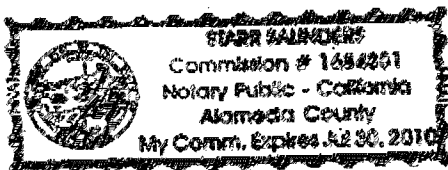
STATE OF California }
COUNTY OF Alameda } ss.

Mike Recknor
Mike Recknor

On January 9th 2007, before me, Starr Saunders, notary public, personally appeared Mike Recknor personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]




Starr Saunders
Notary Signature

Application No.: 11/539,534
Filing Date: 10/06/2006

ASSIGNMENT AGREEMENT
Client Code: OPTIS.170A
Page 6/6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9 day of
Jan, 2007.

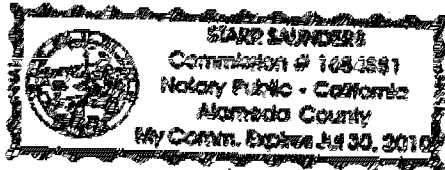

James R. Braig


STATE OF California
COUNTY OF Alameda ss.

On January 9th 2007 before me, Starr Saunders, notary public,
personally appeared James R. Braig personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument, and acknowledged to me that he executed the same in his authorized capacity(ies),
and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]




Notary Signature

2894108/dns
100508