

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5318778

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PIERIAN BIOSCIENCES, INC.	08/31/2018
RECEIVING PARTY DATA		
Name:	NESTEC S.A.	
Street Address:	55 AVENUE NESTLE	
City:	VEVEY	
State/Country:	SWITZERLAND	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15636534
CORRESPONDENCE DATA		
Fax Number:	(415)576-0300	
<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:	4155760200	
Email:	jcotham@kilpatricktownsend.com	
Correspondent Name:	JOE C. HAO	
Address Line 1:	TWO EMBARCADERO CENTER	
Address Line 2:	KILPATRICK TOWNSEND & STOCKTON LLP	
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111	
ATTORNEY DOCKET NUMBER:	088473-1053899-021432US	
NAME OF SUBMITTER:	JOE C. HAO	
SIGNATURE:	/Joe C. Hao/	
DATE SIGNED:	01/10/2019	
Total Attachments: 15		
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made as of August 31, 2018, (the "Assignment Date") by and between Nestec S.A., a corporation organized under the laws of Switzerland ("Assignee"), with offices at 55 Avenue Nestle, Vevey, Switzerland, and Pierian Biosciences, Inc., a Delaware corporation, with offices at 405 Duke Drive, Suite 240, Franklin, TN 37067 ("Assignor"). Capitalized terms used herein without definitions have the meanings ascribed to such terms in that certain Purchase Agreement dated as of August 31, 2018 (the "Agreement") between Nestec and Pierian.

WHEREAS, in accordance with Section 2.01 of the Agreement, Assignor desires to make effective as of the Assignment Date, the assignment of all of its right, title and interest in and to the Oncology Assay Patent Rights, including the patents and patent applications identified on the attached Patent Schedule, and any and all and all reissues, divisions, re-examinations, renewals, extensions, continuations, and continuations-in-part thereof (the "Patent Properties").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, agreements, representations and warranties contained in this Assignment and in exchange for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows.

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Patent Properties, including, without limitation, all rights to sue or otherwise recover for past, present and future infringement of such rights, and to receive all damages, payments, costs and fees associated with the enforcement of such rights, as well as all rights to license, assign, pledge and/or otherwise exploit the Patent Properties.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding authorities in all other jurisdictions, worldwide, to record the title of Assignee as owner of all right, title, and interest in and to the Patent Properties.

3. Assignor will, at the expense of Assignee, execute and deliver such further instruments including, without limitation, further instruments of assignment, as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Patent Properties.

4. Each of the Parties hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any Party under the Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

5. Assignee hereby accepts the foregoing assignment and hereby assumes all of the obligations of Assignor under the Patent Properties from, after and including the Assignment Date.

6. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of
the day and year first above written.

NESTEC S.A.

By: 

Name:

CLAUDIO PISON

Title:

MANAGER OF LEGAL AFFAIRS

PIERIAN HOLDINGS, INC.

By: 

Name:

Robert E. Henry

Title:

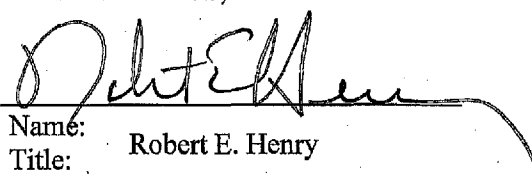
President & CEO

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of
the day and year first above written.

NESTEC S.A.

By: _____
Name:
Title:

PIERIAN HOLDINGS, INC.

By: 
Name: Robert E. Henry
Title: President & CEO

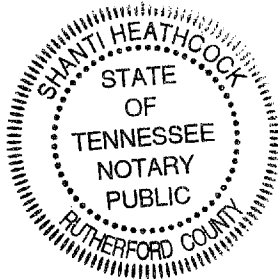
ACKNOWLEDGEMENT

STATE OF TN

COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the State of Tennessee personally appeared Robert E. Henry, having been sworn by me according to law did depose and say he/she is the President & CEO of Pierian Holdings, Inc. and did acknowledge the execution of the foregoing on behalf of said Pierian Holdings, Inc.

WITNESS my hand and Notarial seal this 14 September 2018



Shanti Heathcock

Notary

My Commission Expires 4/16/22

PATENT SCHEDULE TO THE PATENT ASSIGNMENT

REDACTED

REDACTED

REDACTED

REDACTED

United States of America	15/636,534	28-Jun-17	2018-0080934	22-Mar-18	
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