

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5452307

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MIKKEL NOERHOLM	09/19/2018
SUSAN BELZER	03/22/2016
CHARLOTTE ROMAIN	03/14/2016
JOHAN KARL OLOV SKOG	08/20/2018
LEILEATA M. RUSSO	10/28/2018
WAYNE COMPER	11/26/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EXOSOME DIAGNOSTICS, INC.
<b>Street Address:</b>	266 2ND AVENUE, SUITE 200
<b>City:</b>	WALTHAM
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02451
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	61695116
Application Number:	14424694
PCT Number:	US2013057506
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
<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>	
<b>Phone:</b>	617-937-2300
<b>Email:</b>	cperry@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE, NW
<b>Address Line 2:</b>	SUITE 700
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	EXOS-008/N01US
<b>NAME OF SUBMITTER:</b>	MATTHEW PAVAO
<b>SIGNATURE:</b>	/ Matthew Pavao /

PATENT

**DATE SIGNED:**

04/02/2019

**Total Attachments: 20**

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## ASSIGNMENT

Mikkel Noerholm, Susan Belzer, Charlotte Romain, Johan Karl Olov Skog, Leileata M. Russo and Wayne Comper (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled CONTROLS FOR NUCLEIC ACID ASSAYS, and which is a:

- (1)  provisional application  
(a)  to be filed herewith; or  
(b)  bearing Application No. 61/695,116, and filed on August 30, 2012;
- (2)  non-provisional application  
(a)  to be filed herewith; or  
(b)  bearing Application No. 14/424,694, and filed on February 27, 2015; and/or
- (3)  PCT application  
(a)  bearing Application No. PCT/US2013/057506, and filed on August 30, 2013.

WHEREAS, Exosome Diagnostics, Inc., a corporation having its principal place of business at 266 Second Avenue, Suite 200, Waltham, MA 02451 its successors, legal representatives and assigns (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);

(b) the application(s) for patent identified above;

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

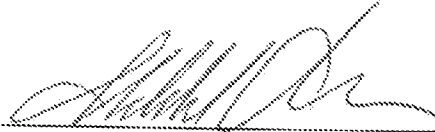
The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

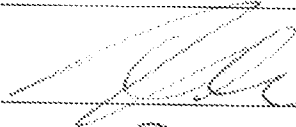
The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

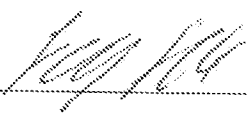
The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 19-SEP-2018

By:   
Mikkel Noerholm

Witness Signature:  Date: 19-SEP-2018

Print Witness Name: DANIEL ENTERLE

Witness Signature:  Date: 19-SEP-2018

Print Witness Name: GEORG STOLL

Date: \_\_\_\_\_ By: \_\_\_\_\_  
**Susan Belzer**

Witness Signature: _____	Date: _____
Print Witness Name: _____	
Witness Signature: _____	Date: _____
Print Witness Name: _____	

Date: \_\_\_\_\_ By: \_\_\_\_\_  
**Charlotte Romain**

Witness Signature: _____	Date: _____
Print Witness Name: _____	
Witness Signature: _____	Date: _____
Print Witness Name: _____	




Date: Aug 20 2018

By: Johan Skog  
Johan Karl Olof Skog

Witness Signature: <u>Thomas McLean</u>	Date: <u>8/20/2018</u>
Print Witness Name: <u>Thomas McLean</u>	
Witness Signature: <u>Seth Yu</u>	Date: <u>8/20/2018</u>
Print Witness Name: <u>Seth Yu</u>	

Date: 10/28/2018

By:   
Leilesta M. Russo

Witness Signature:  Date: 10/28/2018

Print Witness Name: MOZAFFAR KHAN

Witness Signature:  Date: 10/28/2018


Print Witness Name: MAZHAR B. KHAN

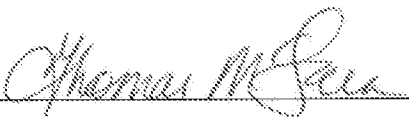
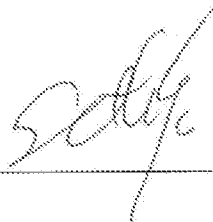
Date: 26<sup>th</sup> Nov 2018 By: *W Comper*  
Wayne Comper

Witness Signature: *A Comper* Date: 26-11-18  
Print Witness Name: ANTHEA ROSALIND COMPER

Witness Signature: *P Tooth* Date: 26-11-18  
Print Witness Name: PAUL TOOTH

For and on behalf of ASSIGNEE:

Date: 8-29-2018 By:   
Name: William J Kay  
Title: CFO  
Company: **Exosome Diagnostics, Inc.**

Witness Signature: <u></u>	Date: <u>8/29/18</u>
Print Witness Name: <u>Thomas McLean</u>	
Witness Signature: <u></u>	Date: <u>8/29/2018</u>
Print Witness Name: <u>Seth Yu</u>	

## ASSIGNMENT

**Mikkel NOERHOLM**, residing at Preysingstrasse 21, 82131 Gauting Germany; **Susan BELZER**, residing at 2078 Flag Ave S., St. Louis Park, Minnesota 55426, U.S.A.; **Charlotte ROMAIN**, residing at 9400 W Franklin Ave., St. Louis Park, Minnesota 55426, U.S.A.; **Johan Karl Olov SKOG**, residing at 400 West 63rd Street, Apt. #407, New York, New York 10069, U.S.A.; **Leileata M. RUSSO**, residing at 200 West 2nd Street, Apt. 8E, New York, New York 10023, U.S.A.; and **Wayne COMPER**, residing at 229 W. 60th Street, Apt. 16M, New York, New York 10023, U.S.A. (referred to as “Assignors”) have made an invention(s) (the “Invention(s)”) set forth in an application for patent of the United States, entitled **CONTROLS FOR NUCLEIC ACID ASSAYS**, and which is a:

- (1)  provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. 61/695,116, and filed on 30 August, 2012;
- (2)  non-provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. , and filed on ; or
- (3)  PCT application
- (a)  bearing Application No. PCT/US2013/057506, and filed on 30 August 2013. This application claims the benefit of U.S. Provisional Application Nos. 61/695,116 filed 30 August, 2012.

**WHEREAS, EXOSOME DIAGNOSTICS, INC.**, and having its principal place of business at The Lasker Biomedical Research Building 3960 Broadway, Suite 540 New York, NY 10032, U.S.A. (referred to as the “Assignee”), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by

these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and

assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

**Attorney Docket No. EXOS-008/001WO (322142-2095)**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Mikkel NOERHOLM

WITNESS: \_\_\_\_\_


Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_

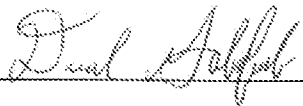
Date: \_\_\_\_\_



Attorney Docket No. EXOS-008/001WO (322142-2095)

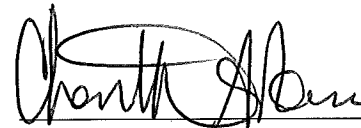
Date: March 22, 2016 By:   
Susan BELZER

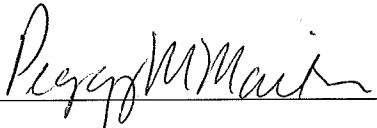
WITNESS:  Date: 22 - Mar 2016

WITNESS:  Date: 22 - Mar - 2016

Attorney Docket No. EXOS-008/001WO (322142-2095)

Date: 3/14/16

By:   
Charlotte ROMAIN

WITNESS: 

Date: 3/14/16

WITNESS: 

Date: 3/14/16

**Attorney Docket No. EXOS-008/001WO (322142-2095)**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Johan Karl Olov SKOG

WITNESS: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Date: \_\_\_\_\_

**Attorney Docket No. EXOS-008/001WO (322142-2095)**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Leileata M. RUSSO

WITNESS: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Date: \_\_\_\_\_

**Attorney Docket No. EXOS-008/001WO (322142-2095)**

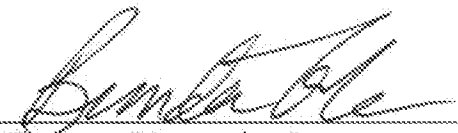
Date: \_\_\_\_\_ By: \_\_\_\_\_  
Wayne COMPER

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_

For and on behalf of ASSIGNEE:


Date: 2-12-19

By: 

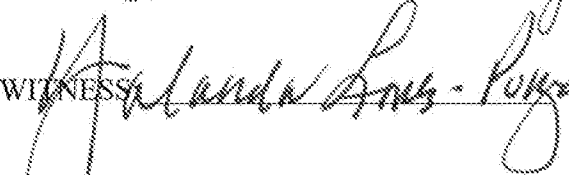
Exosome Diagnostics, Inc.

Name: Brenda Furlow

Title: General Counsel and Authorized Officer of  
Exosome Diagnostics, Inc.

WITNESS: 

Date: 2-12-19

WITNESS: 

Date: 2-12-19