## 505508744 06/04/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5555548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
GARY PESTANO	05/31/2019
HESTIA MELLERT	05/31/2019
NATHAN KAISER	05/31/2019
MAXIMILIAN STEERS	06/03/2019
KEITH KOPITZKE	06/04/2019
SEAN MCHUGH	06/04/2019
LUKE RICHARD	06/04/2019

#### **RECEIVING PARTY DATA**

Name:	BIODESIX, INC.
Street Address:	2970 WILDERNESS PLACE
Internal Address:	SUITE 100
City:	BOULDER
State/Country:	COLORADO
Postal Code:	80301

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16296918

#### **CORRESPONDENCE DATA**

Fax Number:

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.

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Correspondent Name: PARKER HIGHLANDER PLLC

Address Line 1: 1120 S. CAPITAL OF TEXAS HIGHWAY

Address Line 2: BUILDING ONE, SUITE 200
Address Line 4: AUSTIN, TEXAS 78746

ATTORNEY DOCKET NUMBER:	BIOX.P0003US
NAME OF SUBMITTER:	CAROLINE HAMILTON
SIGNATURE:	/Caroline Hamilton/

PATENT 505508744 REEL: 049367 FRAME: 0544

DATE SIGNED:	06/04/2019	
Total Attachments: 10		
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PATENT REEL: 049367 FRAME: 0545

## ASSIGNMENT

This Patent Assignment ("Assignment") is made and entered into by and between Gary PESTANO, Hestia MELLERT, Nathan KAISER, Maximilian STEERS, Keith KOPITZKE, Sean MCHUGH, and Luke RICHARD (the "Assignor(s)") and Biodesix, Inc., having a place of business at 2970 Wilderness Place, Suite 100, Boulder, Colorado 80301 U.S.A. (the "Assignee").

WHEREAS, Assignor(s) has agreed to assign and transfer to Assignee, and Assignee has agreed to acquire and accept from Assignor(s), Assignor(s)'s rights in the following patent application (the "Assigned Patents"):

# U.S. Patent Application No. 16/296,918, entitled "BLOOD SAMPLE SEPARATION DEVICES AND METHODS," filed March 8, 2019.

NOW, THEREFORE, in consideration of the premises, mutual covenants and provisions herein contained, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to execute this Assignment, as follows:

- 1.0 Assignment. The Assignor(s) has assigned and/or by these presents does hereby assign, transfer and convey unto Assignee, the Assignor(s)'s whole and entire right, title and interest for the United States and all other countries throughout the world (i) in and to the inventions claimed or disclosed in the Assigned Patents, including all patents granting from the Assigned Patents or any continuation, continuation-in-part, division, renewal, substitute, reexamination or reissue thereof, including any patents in the United States and in all other countries throughout the world obtained based upon a claim of priority to any said Assigned Patents as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law, as well as the right to claim priority to any said Assigned Patents as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law, and (ii) in and to all rights to sue for and collect damages resulting from past, present and future infringement of said patents and patent applications in (i).
- **2.0 Enjoyment.** The patents and patent applications subject to Paragraph 1 shall be held and enjoyed by Assignee, for Assignee's use and benefit, and for Assignee's legal representatives and assigns, to the full end of the term or terms for which same may be granted, as fully and entirely as the same would have been held by Assignor(s) had this assignment and transfer not been made.
- **3.0** Authorize and Request. Assignor(s) authorizes and requests the issuing authority to issue any and all United States and foreign patents granted on such patents and patent applications in 1.0(i) to the Assignee.
- **4.0 Warrant and Covenant.** Assignor(s) warrants and covenants that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Assignor(s), and that the full right to convey the same as herein expressed is possessed by the Assignor(s).

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- 5.0 Assistance. The parties to this Assignment shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, necessary or advisable to consummate the transactions contemplated by this Assignment. Without limiting the foregoing, each of Assignor(s) and Assignee shall cooperate with the other without any further consideration to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all documents as may reasonably be necessary to secure the vesting in Assignee of all rights assigned to Assignee by this Assignment, including without limitation any documents required to record this Assignment with local patent offices, and all rightful oaths, declarations, and other papers.
- **6.0 Binding.** The Assignment is binding on the heirs, assigns, representatives and successors of the Assignor(s) and extends to the successors, assigns and nominees of the Assignee.
- **7.0 Effectiveness.** The assignment of said inventions is or was effective as of the earlier of (1) the date of execution of the Assignor(s) indicated below or (2) the filing date of the first filed of the patent applications of the Assigned Patents.

(Signature page follows)

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IN WITNESS WHEREOF, Gary PESTANO has executed this Patent Assignment, or has caused this Patent Assignment to be executed on his/her behalf by a representative duly authorized, all as of the date set forth below.

Signature:		Lu-	1	Manual Property of the Control of th
Date:	31	MM	27	19

State of <u>Colorado</u> County of <u>Boulder</u>

BEFORE ME, the undersigned authority, on this <u>31</u> day of <u>1844</u>, 2019, personally appeared <u>Gary PESTANO</u>, known to me to be the person whose name it subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

Notary or Consular Officer

[seal]

AMANDA MATTESON NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 20164010031 MY COMMISSION EXPIRES 03-10-2020

REEL: 049367 FRAME: 0548

IN WITNESS WHEREOF, Hestia MELLERT has executed this Patent Assignment, or has caused this Patent Assignment to be executed on his/her behalf by a representative duly authorized, all as of the date set forth below.

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3-16-63838	9 9 5 8 8	A

Signature: // Ska Mullot Date: 31MN 2019

State of Colorade County of Roulder

BEFORE ME, the undersigned authority, on this 31 day of May personally appeared Hestia MELLERT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

Notary or Consular Officer

[seal]

AMANDA MATTESON NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 20164010031 MY COMMISSION EXPIRES 03-10-2020 IN WITNESS WHEREOF, Nathan KAISER has executed this Patent Assignment, or has caused this Patent Assignment to be executed on his/her behalf by a representative duly authorized, all as of the date set forth below.

## Nathan KAISER

Signature: Nath Than
Date: 31 May 2 U19

State of Colorado County of Balder

BEFORE ME, the undersigned authority, on this 31 day of 1000, 2019, personally appeared Nathan KAISER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

[seal]

Notary or Consular Officer

AMANDA MATTESON
NOTARY PUBLIC
STATE OF COLORADO
HOTARY ID # 20184010031
OMMISSION EXPIRES 03-10-2020

IN WITNESS WHEREOF, Maximilian STEERS has executed this Patent Assignment, or has caused this Patent Assignment to be executed on his/her behalf by a representative duly authorized, all as of the date set forth below.

Maximilian STEERS

Signature: \_\_\_\_\_\_\_

Date: 3 JVW 2019

State of <u>lolorado</u> County of **Boulder** 

BEFORE ME, the undersigned authority, on this <u>3</u> day of <u>June</u>, 2019, personally appeared <u>Maximilian STEERS</u>, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

Motary or Consular Officer

[seal]

AMANDA MATTESON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164016031
MY COMMISSION EXPIRES 03-16-2020

IN WITNESS WHEREOF, Keith KOPITZKE has executed this Patent Assignment, or has caused this Patent Assignment to be executed on his/her behalf by a representative duly authorized, all as of the date set forth below.

Keith KOPITZKE

Signature: / Date:

State of California
County of San Oiego

BEFORE ME, the undersigned authority, on this 4 day of June, 2019, personally appeared Keith KOPITZKE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/ske executed the same of his/her own

Notary or Consular Officer

[seal]



free will for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, Sean MCHUGH has executed this Patent Assignment, or has caused this Patent Assignment to be executed on his/her behalf by a representative duly authorized, all as of the date set forth below.

Sean	<b>MCHUG</b>	П
Duan		

Notary or Consular Officer

Signature

Date:

04JUN 2019

State of <u>California</u>
County of <u>San Diego</u>

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, personally appeared <u>Sean MCHUGH</u>, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

seal]

Raymond Cody Cecil
COMM. #2146857
NOTARY PUBLIC • CALIFORNIA SAN DIEGO COUNTY
SAN DIEGO COUNTY
Commission Expires Mar 19, 2020

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IN WITNESS WHEREOF, Luke RICHARD has executed this Patent Assignment, or has caused this Patent Assignment to be executed on his/her behalf by a representative duly authorized, all as of the date set forth below.

## Luke RICHARD

Signature: July Date: 045 UN 2019

Votary or Consular Officer

State of <u>California</u>
County of <u>San Diego</u>

BEFORE ME, the undersigned authority, on this \(\frac{1}{2}\) day of \(\frac{1}{2}\) une, 2019, personally appeared Luke RICHARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

[seal]

Raymond Cody SAN DIEGO COUNT Commission Expires Mar 19, 2020 IN WITNESS WHEREOF, Assignee has executed this Patent Assignment, or has caused this Patent Assignment to be executed on its behalf by a representative duly authorized.

ums r acont reports	
	Biodesix, Inc.
	By: Jello CO
	Name: Robin Harper Cowie
	Title: CFO
	Date: 6/3/19
State of Colorado County of Boulder	
County of BOULder	
personally appeared the foregoing instrument and acknowledge free will for the purposes and consideration	uthority, on this <u>3</u> day of <u>June</u> , 2019, and to me to be the person whose name is subscribed to ed to me that he/she executed the same of his/her own therein expressed.
	Notary or Consular Officer
[seal]	
AMANDA MATTESON NOTARY PUBLIC STATE OF COLORADO	

NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 20164010031 MY COMMISSION EXPIRES 03-10-2020

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**RECORDED: 06/04/2019** 

PATENT REEL: 049367 FRAME: 0555