## 505763653 11/08/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
JOSEPH M. BEECHEM	08/05/2016
CHARLES WARREN	07/18/2016
CHRIS MERRITT	07/21/2016
JAEMYEONG JUNG	07/18/2016
DWAYNE L. DUNAWAY	08/24/2016
SCOTT CROWDER	08/24/2016
KRISTINA SORG	07/18/2016

## **RECEIVING PARTY DATA**

Name:	NANOSTRING TECHNOLOGIES, INC.
Street Address:	530 FAIRVIEW AVENUE NORTH
Internal Address:	SUITE 2000
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98109

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16596596

### **CORRESPONDENCE DATA**

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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.

**Phone:** 6179372340

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ATTORNEY DOCKET NUMBER: NATE-030/C01US

NAME OF SUBMITTER: MATTHEW PAVAO

SIGNATURE: / Matthew Pavao /

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DATE SIGNED:	11/08/2019
Total Attachments: 11	
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### **ASSIGNMENT**

Joseph M. BEECHEM, Charles WARREN, Chris MERRITT, Jaemyeong JUNG, Dwayne L. DUNAWAY, Scott CROWDER, and Kristina SORG (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 SIMULTANEOUS QUANTIFICATION OF GENE EXPRESSION IN A USER-DEFINED REGION OF A CROSS-SECTIONED TISSUE, and which is one and all of:

(1)	provisional application(s)  (a) to be filed herewith; or  (b) bearing Application No, and filed on;
(2)	<ul> <li>∑ non-provisional application(s)</li> <li>(a) ☐ to be filed herewith; or</li> <li>(b) ∑ bearing Application No. 15/211,230, and filed on July 15, 2016; and/or</li> </ul>
(3)	<ul> <li>✓ PCT application(s)</li> <li>(a) ✓ bearing Application No. <u>PCT/US2016/042460</u>, and filed on <u>July 15, 2016</u>.</li> </ul>

WHEREAS, NanoString Technologies, Inc., having its principal place of business at 530 Fairview Avenue North, Suite 2000, Seattle, Washington 98109 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) 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(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 applications; 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 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, 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 applications for patent identified in paragraph (1), (2) and/or (3) 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(s) 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(s) 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 the 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 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(s) 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.

State of Washington

County of King

On 5 Aug 2011, before me, Susan R. Van Den Amend

Notary Public, personally appeared DSGN M. Beechen,
who 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/she/they executed the same in his/her/their authorized capacity(ies), and that by

his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of

WITNESS my hand and official seal.

Signature of Notary Public-

Place Notary Seal Above

My Commission Expires: 21 SGPT 2619

which the person(s) acted, executed the instrument.

susski B. VAN DEN AMEEE Notory Public Stote of Washington My Commission Expires PEOS , ES Indmerges

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Page 5 of 11

Date: 18 July 2016

By:

Charles WARREN

State of Washington

On 18 July 2016, before me, Sugan R. Van Den Ameelo

Notary Public, personally appeared Charles Warren

who 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/she/they executed the same in his/her/their authorized capacity(ies), and that by

his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: 21 SEPT 2019

which the person(s) acted, executed the instrument.

State of Washing for Susan R. United American Merican Public, personally appeared Chris Merican American who 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 seat.

Signature of Notary Public

Place Notary Seal Above

SUSAN R. VAN DEN AMEELE Notary Public State of Washington My Commission Expires September 21, 2019

My Commission Expires: 215E1

Date: 1-18-20/6	By:
	Jaemyeong JUNG
•	
State of Mash and	
State of Washington ) ss.	
County of King	
On 18 July 2016, before	me, Susan R. Var Den Ameel
Notary Public, personally appeared 10	iemyeong Jung
who proved to me on the basis of satisfa	actory evidence, to be the person(s) whose
name(s) is/are subscribed to the within	instrument and acknowledged to me that
he/she/they executed the same in his/her/	their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument	the person(s), or the entity upon behalf of
which the person(s) acted, executed the instr	ument.
WITNESS my hand and official seal.	
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Signature of Notary Public	Place Notary Seal Above
Signature of troubly t water	
My Commission Expires: USEPT 2	215
My Commission Expires: Co JC 1 C	<u>ULL</u>

Dwayne L. DUNAWAY on 24 Aug 2016 before me, Notary Public, personally appeared wayne who 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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-Signature of Notary Public Place Notary Seal Above My Commission Expires: 21 SEPTZO19

Date: 8-24-16	By: Say March
	Scott CROWDER
State of <u>Washing from</u> ) sss.  County of <u>King</u> )  On <u>Amua 24</u> , 20/2 , be	efore me, Jannon M. Alcheon,
Notary Public, personally appeared	<u>600HCnowder</u> ,
	atisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the with	hin instrument and acknowledged to me that
he/she/they executed the same in his.	/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrun	ment the person(s), or the entity upon behalf of
which the person(s) acted, executed the i	instrument.
WITNESS my hand and official seal.	
<u>Eumnes</u>	
Signature of Notary Public	Place Notary Scal Above
My Commission Expires: 9/04/16	

Date: 18-Jul-2016 By: _/	Prise CODO
	Kristina SORG
State of Washington	
County of Kiny	
On 18 July 2014, before me, S Notary Public, personally appeared Listiv	isan R. Van Den Amel
Notary Public, personally appeared LHSHV	w Sorz
who proved to me on the basis of satisfactory ev	
name(s) is/are subscribed to the within instrume	nt and acknowledged to me that
he/she/they executed the same in his/her/their aut	horized capacity(ies), and that by
his/her/their signature(s) on the instrument the person	on(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.	e.
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Kathy Surace-Smith Vice President & General Counsel

Company: NanoString Technologies,

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State of \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
County of Management of State of the County of Management of the County	
On <u>AUAST 31,2016</u> , before me, <u>SUMMM M. AMMSOM</u>	5
Notary Public, personally appeared 1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/	
who proved to me on the basis of satisfactory evidence, to be the person(s) whos	e
name(s) is/are subscribed to the within instrument and acknowledged to me that	lt
he/she/they executed the same in his/her/their authorized capacity(ies), and that b	У
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of	f
which the person(s) acted, executed the instrument.	
WITNESS my hand and official seal.	
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Signature of Notary Public Place Notary Seal Above	
My Commission Expires:	

By:

Name:

Title:

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