

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STEPHEN MIKOLAJCZYK	06/09/2010
TONY PIRCHER	06/09/2010
PAVEL TSINBERG	06/09/2010
FARIDEH Z. BISCHOFF	06/09/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BIOCEPT, INC.
<b>Street Address:</b>	5810 NANCY RIDGE DRIVE, SUITE 150
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92121
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16695976
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
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<b>ATTORNEY DOCKET NUMBER:</b>	BIOE-020/06US 023276-2259
<b>NAME OF SUBMITTER:</b>	MEGHANN K. TEAGUE
<b>SIGNATURE:</b>	/Meghann K. Teague/
<b>DATE SIGNED:</b>	11/26/2019
<b>Total Attachments: 6</b>	
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## PATENT

## ASSIGNMENT

**WHEREAS, STEPHEN Mikolajczyk**, 4052 Conrad Avenue, San Diego, CA 92117; **Tony Pircher**, 11643 Chippenham Way, San Diego, CA 92128; **Pavel Tsinberg**, 2356 Caringa Way, Unit C, Carlsbad, CA 92009; and **Farideh Z. Bischoff**, 3314 N. Briarpark Lane, Sugar Land, TX 77479, (referred to as "Assignors") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **DEVICES AND METHODS OF CELL CAPTURE AND ANALYSIS**, and which is a:

- (1) ☐ provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. \_\_\_\_\_ and filed on \_\_\_\_\_; or
- (2) ☒ non-provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☒ bearing Application No. 12/730,738, and filed on March 24, 2010.

**WHEREAS, BIOCEPT INC.**, a corporation duly organized under and pursuant to the laws of the State of California, and having its principal place of business at 5810 Nancy Ridge Drive, Suite 150, San Diego, CA 92121 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); 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 Assignors have not done so already via a prior agreement with the Assignee, or if the Assignors have already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignors have 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 Assignors' entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);

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Page 2 of 6

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under 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) or (2) 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 Assignors had this sale and assignment not been made.

The Assignors hereby represent 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 Assignors are lawful owners 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 Assignors have good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors 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 Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignors hereby request 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: 6/9/10 By: [Signature]  
Stephen Mikolajczyk

State of California )  
County of San Diego )

ss.

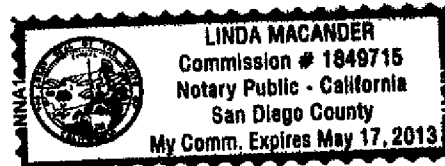
On June 9, 2010, before me, Linda Macander, Notary Public, personally appeared Steve Mikolajczyk, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature Linda Macander (Seal)

My Commission Expires: May 17, 2013



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Page 4 of 6

Date: 060910By: Tony Pircher

Tony Pircher


State of California )  
County of San Diego ) ss.  
On June 9, 2010 before me, Linda Macander, Notary Public, personally appeared Tony Pircher, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature Linda Macander (Seal)

My Commission Expires: May 17, 2013



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Page 5 of 6

Date: 06/09/10By: 

Pavel Tsinberg

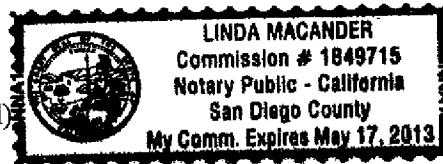
State of California )County of San Diego )

ss.

On June 9, 2010, before me, Linda Macander, Notary Public, personally appeared Pavel Tsinberg, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature Linda Macander (Seal)My Commission Expires: May 17, 2013

COPY

Page 6 of 6

Date: 6-9-10By: *[Signature]*

Farideh Z. Bischoff

State of CaliforniaCounty of San Diego

ss.

On June 9, 2010, before me, Linda Macander, Notary Public, personally appeared Farideh Bischoff, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature *Linda Macander* (Seal)My Commission Expires: May 17, 2013