

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6395072

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GILAD ALMOGY	05/09/2018
KRISTOPHER BARBEE	07/08/2018
NATHAN BECKETT	05/14/2018
RECEIVING PARTY DATA	
Name:	ULTIMA GENOMICS, INC.
Street Address:	7979 GATEWAY BLVD.
Internal Address:	SUITE 101
City:	NEWARK
State/Country:	CALIFORNIA
Postal Code:	94560
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17089781
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<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:	650.493.9300
Email:	kfarrell@wsgr.com,patentdocket@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1050
ATTORNEY DOCKET NUMBER:	51024-710.304
NAME OF SUBMITTER:	KATHLEEN FARRELL
SIGNATURE:	/kathleen farrell/
DATE SIGNED:	11/11/2020
Total Attachments: 5	
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PATENT ASSIGNMENT

Docket Number 51024-710.201

WHEREAS, the undersigned:

- | | | | |
|--|-----------------------------------|-----------------------------------|---|
| 1. Kristopher BARBEE
Pleasanton, CA | 2. Nathan BECKETT
Oakland, CA | 3. Denis PRISTINSKI
Dublin, CA | 4. Derek SCHULTE
Los Angeles, CA |
| 5. Avishai BARTOV
Hod-Hasharon, IL | 6. Jamie SULLIVAN
Eugene, OR | 7. Dumitru BRINZA
Montara, CA | 8. Abizar LAKDAWALLA
Los Altos Hills, CA |
| 9. Steven MENCHEN
Fremont, CA | 10. Gilad ALMOGY
Palo Alto, CA | 11. Mark PRATT
Bozeman, MT | |

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

METHODS FOR BIOLOGICAL SAMPLE PROCESSING AND ANALYSIS

☒ for which application serial number 15/974,364 was filed on May 8, 2018 in the United States Patent and Trademark Office:

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ULTIMA GENOMICS, INC., a corporation of the State of Delaware, having a place of business at 7979 Gateway Blvd., Suite 101, Newark, CA 94560, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

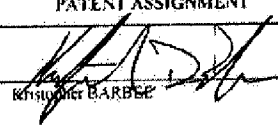
4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

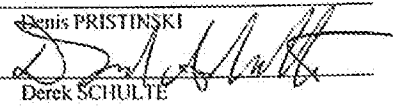
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

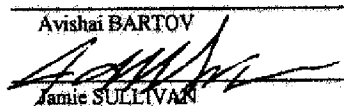
6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

PATENT ASSIGNMENT		Docket Number 51024-710 201
Date: _____ Kristopher BARBEE	Date: <u>05/10/2018</u> Dimitru BRINZA	Date: _____ D. Brinza
Date: <u>5/14/18</u> Nathan BRACKETT	Date: <u>5/10/2018</u> Abizar LAKDAWALLA	Date: _____ Abizar LAKDAWALLA
Date: <u>5/10/18</u> Dennis PRISTINSKI	Date: <u>5/10/2018</u> Steven MENCHEN	Date: _____ Steven MENCHEN
Date: _____ Derek SCHULTE	Date: <u>5/9/2018</u> Gilad ALMOGY	Date: _____ Gilad ALMOGY
Date: <u>5/9/2018</u> Avishai BARTOV	Date: <u>5/9/2018</u> Mark PRATT	Date: _____ Mark PRATT
Date: _____ Jamie SULLIVAN		
RECEIVED AND AGREED TO BY ASSIGNEE: Date: <u>5/9/2018</u> Signature: _____ Name: Gilad ALMOGY Title: President		

PATENT ASSIGNMENT		Docket Number 51024-710.201
Date: <u>7/8/2018</u>	 Christopher BARBEE	Date: _____ Dumitru BRINZA
Date: _____	Nathan BECKETT	Date: _____ Abizar LAKDAWALLA
Date: _____	Denis PRISTINSKI	Date: _____ Steven MENCHEN
Date: _____	Derek SCHULTE	Date: _____ Gilad ALMOGY
Date: _____	Avishai BARTOV	Date: _____ Mark PRATT
Date: _____	Janne SULLIVAN	
RECEIVED AND AGREED TO BY ASSIGNEE <div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">Date: _____</div> <div style="width: 80%;"> Signature: _____ Name: Gilad ALMOGY Title: President </div> </div>		

PATENT ASSIGNMENT		Docket Number 51024-710.201	
Date: _____	_____ Kristopher BARBEE	Date: _____	_____ Dumitru BRINZA
Date: _____	_____ Nathan BECKETT	Date: _____	_____ Abizar LAKDAWALLA
Date: _____	_____ Denis PRISTINSKI	Date: _____	_____ Steven MENCHEN
Date: <u>5/16/2018</u>	 Derek SCHULTE	Date: _____	_____ Gilad ALMOGY
Date: _____	_____ Avishai BARTOV	Date: _____	_____ Mark PRATT
Date: _____	_____ Jamie SULLIVAN		
<p>RECEIVED AND AGREED TO BY ASSIGNEE:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <p>Date: _____</p> </div> <div style="width: 80%;"> <p>Signature: _____</p> <p>Name: <u>Gilad ALMOGY</u></p> <p>Title: <u>President</u></p> </div> </div>			

PATENT ASSIGNMENT		Docket Number 51024-710.201	
Date: _____	Kristopher BARBEE	Date: _____	Dumitru BRINZA
Date: _____	Nathan BECKETT	Date: _____	Abizar LAKDAWALLA
Date: _____	Denis PRISTINSKI	Date: _____	Steven MENCHEN
Date: _____	Derek SCHULTE	Date: _____	Gilad ALMOGY
Date: _____	Avishai BARTOV	Date: _____	Mark PRATT
Date: <u>5/10/18</u>	 Jamie SULLIVAN		
RECEIVED AND AGREED TO BY ASSIGNEE:			
Date: _____	Signature: _____		
	Name: Gilad ALMOGY		
	Title: President		