

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6657077

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MOLECULAR LOOP BIOSCIENCES, INC.	03/13/2021
RECEIVING PARTY DATA	
Name:	INVITAE CORPORATION
Street Address:	1400 16TH STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8209130
Patent Number:	8738300
Patent Number:	10604799
Application Number:	16790519
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<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:	202-371-2600
Email:	holoubek@sternekessler.com, rbennett@sternekessler.com
Correspondent Name:	STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C
Address Line 1:	1100 NEW YORK AVENUE, N.W.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	3851.0380000
NAME OF SUBMITTER:	MICHELLE K. HOLOUBEK
SIGNATURE:	/Michelle K. Holoubek, Reg. # 54,179/
DATE SIGNED:	04/14/2021
Total Attachments: 4	
source=2021-04-14-Assignment-MLB-Invitae-3851-038#page1.tif	
source=2021-04-14-Assignment-MLB-Invitae-3851-038#page2.tif	
source=2021-04-14-Assignment-MLB-Invitae-3851-038#page3.tif	

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (“**Patent Assignment**”), dated as of March 13, 2021, is made by Molecular Loop Biosciences, Inc., a Delaware corporation formerly known as Molecular Loop Biosolutions LLC (“**Transferor**”), in favor of Invitae Corporation, a Delaware corporation (“**Transferee**”), the transferee of certain assets of Transferor pursuant to an Asset Purchase Agreement between Transferor and Transferee dated as of the date hereof (the “**Purchase Agreement**”). Transferor and Transferee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, under the terms of the Purchase Agreement, Transferor has conveyed, transferred, and assigned to Transferee, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Transferee, its successors and assigns, and Transferee hereby accepts, all of Transferor’s right, title and interest in and to the following (the “**Assigned Rights**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, including all priority applications and all international counterparts, along with any and all inventions disclosed therein (collectively, the “**Patents**”);

(b) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including any and all forms of intellectual and industrial property protection accruing under the Patents;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Transferee. Following the date hereof, upon Transferee’s reasonable request, and at

Transferee's sole cost and expense, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Rights to Transferee, or any assignee or successor thereto, and to maintain, enforce and exploit the Assigned Rights.

3. Terms of the Purchase Agreement. The Parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Assigned Rights. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Notwithstanding the foregoing, Transferor hereby represents that Transferor has full right and authority to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

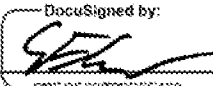
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law; Submission to Jurisdiction. This Patent Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or based upon this Patent Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of California in each case located in the city and county of San Francisco, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

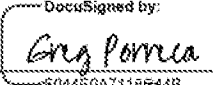
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Patent Assignment as of the date first above written.

INVITAE CORPORATION

DocuSigned by:
By:  _____
Name: Sean George
Title: Chief Executive Officer

MOLECULAR LOOP BIOSCIENCES, INC.

DocuSigned by:
By:  _____
Name: Gregory Porreca
Title: President and Chief Executive Officer

[SIGNATURE PAGE]

SCHEDULE 1

PATENTS

Patents and Pending Applications

US 8,209,130 (issued)

US 8,738,300 (issued)

US 10,604,799 (issued)

US 16/790,519 (pending)

Canada 2,869,574 (pending)

Europe 13772357.3 (pending)

PCT/US2013/0033435 (expired)