

## 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>
MEIKE HERGET	07/30/2021
CREIGHTON T. BUIE	07/29/2021
NITIN K. RAJAN	07/30/2021
ANDREW H. THEISS	07/29/2012
ELIZABETH BOTBOL PONTE	07/29/2021
OREN S. KNOPFMACHER	08/09/2021
MICHAEL D. LAUFER	08/09/2021
ESZTER DEAK	07/30/2021
SUZANNE PUTNEY	08/01/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AVAILS MEDICAL, INC.
<b>Street Address:</b>	1455 ADAMS DRIVE
<b>City:</b>	MENLO PARK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	17443990
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)284-2180
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<b>Email:</b>	Patent@LBHIP.com
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<b>Address Line 1:</b>	2400 GENG ROAD, SUITE 120
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<b>ATTORNEY DOCKET NUMBER:</b>	AVLS-N-Z018.00-US
<b>NAME OF SUBMITTER:</b>	LAURA L. GALLAGHER

<b>SIGNATURE:</b>	/Laura L. Gallagher/
<b>DATE SIGNED:</b>	08/20/2021
<b>Total Attachments: 3</b> source=AVLS-N-Z018.00-US 20210820 Assignment as e-filed#page1.tif source=AVLS-N-Z018.00-US 20210820 Assignment as e-filed#page2.tif source=AVLS-N-Z018.00-US 20210820 Assignment as e-filed#page3.tif	

**ASSIGNMENT  
JOINT**

THIS ASSIGNMENT, by Meike HERGET, Creighton T. BUIE, Nitin K. RAJAN, Andrew H. THEISS, Elizabeth Botbol PONTE, Oren S. KNOPFMACHER, Michael D. LAUFER, Eszter DEAK, and Suzanne PUTNEY (hereinafter referred to as the assignors), residing at 2108 Greenways Drive, Woodside, CA 94062, USA; 349 Philip Drive, #308, Daly City, CA 94015, USA; 2305 Yale Street, Apt. 4, Palo Alto, CA 94306, USA; 191 Higdon Avenue, Apt. 2, Mountain View, CA 94041, USA; 3639 Haven Avenue Unit C419, Menlo Park, CA 94025, USA; 355 Berry Street, Apt. 505, San Francisco, CA 94158, USA; 1259 El Camino Real, #211, Menlo Park, CA 94025, USA; 1374 Piland Drive, San Jose, CA 95130, USA; and 2660 3rd Street, Apt. 306, San Francisco, CA 94107, USA respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements set forth in an application for Letters Patent of the United States entitled DEVICES, SYSTEMS, AND METHODS FOR PREPARING A STANDARDIZED INOCULUM FOR ANTIMICROBIAL SUSCEPTIBILITY TESTING bearing Application No. 17/443,990, filed July 29, 2021; and

WHEREAS, AVAILS MEDICAL, INC., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 1455 Adams Drive, Menlo Park, CA 94025, USA (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon:

NOW, THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged by assignors, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to, and the right to claim priority to and for the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever

counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignors.

AND this Assignment is effective on no later than the day of the initial filing of the earliest of the patent applications listed herein. This Assignment shall be governed by and construed in accordance with the laws of the State of California and the federal law of the United States of America without reference to conflict of laws principles.

THIS Assignment may be executed in several counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

07/30/21

Date

Meike Herget  
Meike HERGET

07/29/2021

Date

CT Buie  
Creighton T. BUIE

07/30/2021

Date

Nitin K. Rajan  
Nitin K. RAJAN

07/29/2012

Date

Andrew H. Theiss  
Andrew H. THEISS

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Elizabeth Botbol Ponte  
Elizabeth Botbol PONTE


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Date

  
Oren S. KNOPFMACHER

8-9-21

Date

  
Michael D. LAUFER


07/30/2021

Date

  
Eszter DEAK

08/01/2021

Date

  
Suzanne PUTNEY

Signature on behalf of Assignee:

08/09/2021

Date

  
AVAILS MEDICAL, INC.

Name:

Title: Knopfmacher - CEO