

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7995250

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PHOSEON TECHNOLOGY, INC.	02/15/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ARACELI BIOSCIENCES INC.	
<b>Street Address:</b>	7405 SW TECH CENTER DRIVE, SUITE A160	
<b>City:</b>	TIGARD	
<b>State/Country:</b>	OREGON	
<b>Postal Code:</b>	97223	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	18331077
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(971)271-8021	
<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>		
<b>Phone:</b>	9712718020	
<b>Email:</b>	patentcomm@mccrus.com	
<b>Correspondent Name:</b>	MCCOY RUSSELL LLP	
<b>Address Line 1:</b>	1410 NW JOHNSON ST., STE 201	
<b>Address Line 4:</b>	PORTLAND, OREGON 97209	
<b>ATTORNEY DOCKET NUMBER:</b>	ARL21303CON1	
<b>NAME OF SUBMITTER:</b>	MARIE DOSICK	
<b>SIGNATURE:</b>	/Marie Dosick/	
<b>DATE SIGNED:</b>	06/07/2023	
<b>Total Attachments: 5</b>		
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## PATENT ASSIGNMENT AGREEMENT

**WHEREAS**, the undersigned, Phoseon Technology, Inc., an Oregon corporation (“Phoseon”), is the owner of the entire right, title and interest in the patent properties listed on attached Exhibit 1 (the “Assigned Patent Properties”) of this patent assignment agreement (the “Patent Assignment Agreement”); and

**WHEREAS**, Araceli Biosciences Inc., a Delaware corporation (“Araceli”), is desirous of acquiring the Assigned Patent Properties and any rights in the Assigned Patent Properties pursuant to a Contribution Agreement dated as of even date herewith (the “Contribution Agreement”).

**NOW, THEREFORE**, in consideration of good and valuable consideration acknowledged by Phoseon to have been received in full from Araceli pursuant to the Contribution Agreement:

1. Effective as of the Effective Date, Phoseon does hereby sell, assign, transfer and convey unto Araceli, and Araceli hereby accepts, all of Phoseon’s right, title and interest in and to the Assigned Patent Properties, including all divisional, renewal, issuances, continuation, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and all rights of any kind whatsoever of Phoseon, including but not limited to the right to sue for, settle, and release past infringement of any of the foregoing, accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

2. Phoseon authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to record and register this Patent Assignment Agreement as Araceli may direct.

3. The terms and covenants of this Patent Assignment Agreement shall inure to the benefit of Araceli, its successors and assigns, and shall be binding upon Phoseon and its assigns.

4. Araceli and Phoseon acknowledge and agree that this Patent Assignment Agreement is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Araceli and Phoseon with respect to the Assigned Patent Properties. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

5. This Patent Assignment Agreement 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 Agreement 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 Agreement.


[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Patent Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the 15th day of February, 2023 (the "Effective Date").

PHOSEON:

**PHOSEON TECHNOLOGY, INC.**

an Oregon corporation

By  DocuSigned by:  
73204AF06E844E5...

Name: William B. Cortelyou

Title: President & CEO

*[Signature Page to Patent Assignment Agreement]*

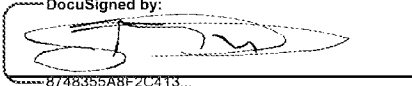
**PATENT**  
**REEL: 063887 FRAME: 0819**

**IN WITNESS WHEREOF**, the parties hereto have caused this Patent Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the 15th day of February, 2023 (the “Effective Date”).

PHOSEON:

**ARACELI BIOSCIENCES INC.**

a Delaware corporation

By 8748355A8F2CA13...

Name: Shawn MacDonald

Title: President

*[Signature Page to Patent Assignment Agreement]*

**PATENT**  
**REEL: 063887 FRAME: 0820**

**EXHIBIT 1****Assigned Patent Properties**

<b>Matter Number</b>	<b>Title</b>	<b>Patent No. Issue Date</b>	<b>Country</b>	<b>Serial No.</b>	<b>Status</b>
Araceli Biosciences	Methods and Systems for an Adaptive Illumination System for Imaging Applications		United States	17/140,962	Pending
Araceli Biosciences	Methods and Systems for an Adaptive Illumination System for Imaging Applications		China	2022100045454	Pending
Araceli Biosciences	Methods and Systems for an Adaptive Illumination System for Imaging Applications		Germany	10 2021 133 312.1	Pending
Araceli Biosciences	Methods and Systems for an Adaptive Illumination System for Imaging Applications		Japan	2021-199999	Pending
Araceli Biosciences	Methods and Systems for an Adaptive Illumination System for Imaging Applications		South Korea	10-2021-0184668	Pending
Araceli Biosciences	High Throughput Microscope Assembly		United States	17/445,381	Pending
Araceli Biosciences	High Throughput Quantitative Microscopy System		United States	17/445,388	Pending
Araceli Biosciences	Microplate Holder For Imaging System		United States	17/445,383	Pending
Araceli Biosciences	Method And Systems For Autofocusing		United States	17/445,396	Pending
Araceli Biosciences	Light Synchronization For An Imaging System		United States	17/445,387	Pending
Araceli Biosciences	High Throughput Microscope Assembly		United States	PCT/US22/75080	Pending
Araceli Biosciences	Compact Microscope Auto-Focus Assembly		United States	17/341,132	Pending
Araceli Biosciences	Compact Microscope Auto-Focus Assembly		Germany	10 2022 113 664.7	Pending
Araceli Biosciences	System And Method For Microscope High-Speed Auto-Focusing		United States	17/808,491	Pending
Araceli Biosciences	Automatic Image Quality And Feature Classification Method		United States	63/364,708	Pending