

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313464

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Numira Biosciences Inc.		07/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Numira, Inc.		
<b>Street Address:</b>	420 East South Temple, Suite 520		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84111		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77178173	NUMIRA	
<b>Registration Number:</b>	4423410	NUMIRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015786999		
<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>	(801) 328-3131		
<b>Email:</b>	tm-slc@stoel.com		
<b>Correspondent Name:</b>	Joshua G. Gigger		
<b>Address Line 1:</b>	201 South Main Street, Suite 1100		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	53494-1401		
<b>NAME OF SUBMITTER:</b>	Joshua G. Gigger/		
<b>SIGNATURE:</b>	/Joshua G. Gigger/		
<b>DATE SIGNED:</b>	08/05/2014		
<b>Total Attachments: 2</b>			
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source=Numira Assignment of Trademark Rights 07-31-14 (2)#page2.tif			

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## ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, Numira Biosciences Inc., a Delaware corporation, with offices at 420 East South Temple, Suite 520, Salt Lake City, Utah 84111 ("Assignor"), is the owner of the trademark NUMIRA, including United States Patent and Trademark Registration No. 4,423,410, and Application Serial No. 77/178,173 (collectively, the "Trademark"); and

WHEREAS, Numira, Inc., a Delaware corporation, with offices at 420 East South Temple, Suite 520, Salt Lake City, Utah 84111 ("Assignee"), is desirous of acquiring from Assignor the entire right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire right, title, and interest in and to the Trademark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all related common law rights and the goodwill pertaining thereto, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all claims, demands and causes of action for the past, present and future infringement or unauthorized use of the Trademarks or for unfair competition in business in connection therewith, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Assignor had this Assignment not been made, effective as of the date of the last signature below.

Assignor warrants, covenants and represents that it is the owner of the Trademark, the related common law rights and associated goodwill; that it has the full right to convey the entire

interest hereby assigned; and that it has not and will not assign or otherwise transfer any of the rights hereby assigned to any third party; and that there are no actual or threatened claims, actions or proceedings against the Trademark.

Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademark in Assignee. Assignor hereby authorizes Assignee to request that the applicable governmental entity record Assignee as the owner of the Trademark with all applicable governmental authorities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date of the last signature below.

ASSIGNOR

NUMIRA BIOSCIENCES INC.,  
a Delaware corporation

By: 

Its: Chris Ristand, Officer

Date: 7/31/14

ASSIGNEE

NUMIRA, INC.,  
a Delaware corporation

By: 

Its: CEO

Date: 7/31/14