

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genoptix, Inc.		03/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Navigate Biopharma Services, Inc.		
Street Address:	1890 Rutherford Road		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87230060	NAVIGATE BIOPHARMA SERVICES	
Registration Number:	5104851	AQUA	
Registration Number:	3089550	AQUA	
CORRESPONDENCE DATA			
Fax Number:	6502334545		
<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:	650-233-4758		
Email:	patricia.cotton@pillsburylaw.com		
Correspondent Name:	Patricia L. Cotton		
Address Line 1:	2550 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Patricia L. Cotton		
SIGNATURE:	/Patricia L. Cotton/		
DATE SIGNED:	03/10/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT, dated as of March 1, 2017 (this "Assignment"), between Genoptix, Inc., a Delaware corporation ("Genesis"), and Navigate BioPharma Services, Inc., a Delaware corporation and an affiliate of Genesis ("NewCo"). Genesis and NewCo are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Genesis and NewCo are parties to that certain Asset Transfer Assignment, dated as of March 1, 2017 (as the same may be amended, restated, supplemented or modified from time to time, the "Asset Transfer Agreement"), pursuant to which Genesis has agreed to sell, transfer and assign, and to cause its subsidiary Novartis Molecular Diagnostics, LLC, a Delaware limited liability company (the "Subsidiary") to sell, transfer and assign to NewCo or one or more Affiliates of NewCo (each, a "NewCo Affiliate"), all of Genesis' or the Subsidiary's, as applicable, right, title and interest in, to and under any and all Trademarks (as defined in the Stock Purchase Agreement), owned, licensed or otherwise controlled by Genesis or the Subsidiary and exclusively used or held for use in the BioPharma Business, together with the assets of the existing and ongoing BioPharma Business to which such Trademarks pertain, with all such pending or registered Trademarks being listed or described on Schedule A attached hereto and made a part hereof (collectively, the "Transferred Trademarks"); and

WHEREAS, pursuant to the Asset Transfer Agreement, NewCo wishes to acquire from Genesis, and Genesis wishes to transfer to NewCo, all right, title and interest of Genesis, in, to and under the Transferred Trademarks and the goodwill associated with such Transferred Trademarks.

ARTICLE I

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

SECTION 1.01 Definitions. Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Transfer Agreement.

SECTION 1.02 Conveyance and Acceptance. In accordance with the provisions of the Asset Transfer Agreement, Genesis hereby sells, transfers and assigns to NewCo, all of Genesis' right, title and interest in, to and under the Transferred Trademarks, including all common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Transferred Trademarks, all rights to bring an action, whether at law or

in equity, against any third party, or to recover damages, profits and injunctive relief, in any case, for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks, and all goodwill of the BioPharma Business associated with and symbolized by the Transferred Trademarks, and NewCo hereby purchases and acquires such Transferred Trademarks and accepts such sale, transfer and assignment. The Parties acknowledge and agree that, pursuant to the Asset Transfer Agreement, NewCo is the successor to that portion of the ongoing and existing business of Genesis to which the Transferred Trademarks pertain, namely the BioPharma Business, as required by Section 10 of the Trademark Act, 15 USC 1060.

SECTION 1.03 Recordation. Genesis hereby authorizes Newco to record this Assignment with the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office, as appropriate. All costs and expenses associated with the conveyance of the Transferred Trademarks and recordation of such transfer shall be borne solely by NewCo.

ARTICLE II


MISCELLANEOUS

SECTION 2.01 Other Provisions. Sections 5.01, 5.02, 5.04, 5.05 and 5.06 of the Asset Transfer Agreement are hereby incorporated by reference into this Assignment, *mutatis mutandis*.


[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have each caused this Assignment to be duly executed as of the date first written above.

GENOPTIX, INC.

By: 
Name: Kevin Zou
Title: General Manager and President

NAVIGATE BIOPHARMA SERVICES, INC.

By: 
Name: Kevin Zou
Title: General Manager and President

SCHEDULE A

Transferred Trademarks

Mark	Country	Status	Class	Goods/Services	App. Date	App. No.	Reg. Date	Reg. No.
AQUA	Canada	Registered		Computer software for medical research in the pharmaceutical and diagnostic fields, namely software for the imaging and analysis of tissue samples that visualizes, quantifies and localizes proteins, nucleic acids, carbohydrates and lipids within tissues	Nov-25-2008	1419555	Nov-18-2011	TMAA812065
HISTORX	Canada	Registered		Computer software for medical research in the pharmaceutical and diagnostic fields, namely software for the imaging and analysis of tissue samples. Pharmaceutical research and development; medical and medical diagnostic research.	Nov-25-2008	1419554	Jan-21-2010	TMAA757514
AQUA	United States	Registered	9	Computer software for medical research in the pharmaceutical and diagnostic fields, namely software for the imaging and analysis of tissue samples that visualizes, quantifies and localizes proteins, nucleic acids, carbohydrates and lipids within tissues	Sep-23-2004	78/488208	May-09-2006	3089550
AQUA	United States	Registered	44	Medical diagnostic testing services in the fields of oncology and solid tumor pathology	May-10-2016	87/030770	Dec-20-2016	5 104851

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Mark	Country	Status	Class	Goods/Services	App. Date	App. No.	Reg. Date	Reg. No.
NAVIGATE BIOPHARMA SERVICES	United States	Pending	35, 42	<p>Biopharmaceutical research and drug development services; custom biomarker assay development and validation services; diagnostics development services; project management, data management, and logistics management for the clinical trials of others; consulting services in the field of designing, planning and conducting clinical trials for others; clinical trial testing services to support the clinical trials of others; consulting services in the fields of biotechnology, pharmaceutical research and development, laboratory testing, diagnostics, and genetic science; biotechnology research and development services.</p>	Nov-08-2016	87/230060		

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