

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Illumina, Inc.		08/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Verity Bio, Inc.		
Street Address:	11111 Flintkote Ave		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86047970	FORENSEQ	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	048638-0010		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/08/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment of Trademarks (this “**Assignment**”) is effective as of August 3, 2017 by and between Illumina, Inc. (“**Assignor**”) and Verity Bio, Inc. a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor has adopted, are using, and is the owner of the trademark set forth on Schedule 1 (the “**Mark**”).

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Mark and has not abandoned the same; and

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Mark and pursuant to the License and Commercialization Agreement, dated August 3, 2017, Assignor agreed to assign to Assignee all right, title, and interest as Assignor may possess in and to the Mark.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers and assigns to Assignee, free and clear of all liens, security interests, licenses and other encumbrances, all right, title, and interest as Assignor may possess in and to the Mark and all rights appurtenant thereto, including, but not limited to, the registrations of the Mark, all common law rights, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Mark, the right to register, prosecute, maintain and defend the Mark before any public or private agency, office or registrar, all rights to bring actions for enforcement and to sue for equitable remedies or to recover damages for past, present and future infringement of the Mark, and to receive remedies in respect of any such suits, including, without limitation, to retain any damages as a result of these suits, all rights to claim priority, and all goodwill associated the Mark. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. The parties shall take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment including execution of individual assignment documentation for filing with the authorities of each individual country. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Mark and to deliver to

Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to the conflicts of law or choice of law principles thereof.


4. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(signature page follows)

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

ASSIGNOR

ILLUMINA, INC.

By: 
Its: *General Counsel*

REVIEWED BY LEGAL
Initials: <u>AW</u>
Date: <u>07/24/2017</u>
ILLUMINA

ASSIGNEE

VERITY BIO, INC.

By: Rob C. Hart
Its: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

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

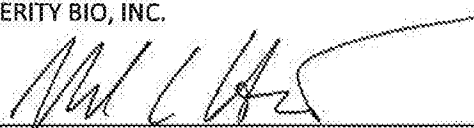
ASSIGNOR

ILLUMINA, INC.

By:
Its:

ASSIGNEE

VERITY BIO, INC.


By: Rob C. Hart
Its: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

Schedule 1

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
United States of America	FORENSEQ	Allowed	86047970	26-Aug-13		
Australia	FORENSEQ	Registered	1579241	09-Sep-13	1579241	24-Mar-14
Canada	FORENSEQ	Pending	1642484	06-Sep-13		
China (People's Republic)	FORENSEQ	Registered	13284624	25-Sep-13	13284624	07-Jan-15
China (People's Republic)	FORENSEQ	Registered	13284623	25-Sep-13	13284623	07-Jan-15
China (People's Republic)	FORENSEQ	Registered	13284622	25-Sep-13	13284622	21-Jan-15
Hong Kong	FORENSEQ	Registered	302731987	09-Sep-13	302731987	07-Aug-14
Japan	FORENSEQ	Registered	2013077582	04-Oct-13	5689238	25-Jul-14
Korea, Republic of	FORENSEQ	Registered	41-2013-0040076	22-Oct-13	40-1084955	02-Feb-15
Korea, Republic of	FORENSEQ	Registered	40-2013-0069319	22-Oct-13	41-0300825	02-Oct-14
Singapore	FORENSEQ	Registered	T1315452I	25-Sep-13	T1315452I	19-Aug-15
European Community	FORENSEQ	Registered	12184255	01-Oct-13	12184255	26-Feb-14

Schedule 1

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RECORDED: 08/08/2017

TRADEMARK
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