

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Signal Genetics, Inc.		02/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Quest Diagnostics Investments LLC		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4230011	MYPRS	
Registration Number:	4230010	MYPRS PLUS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	colleen.brennan@bakermckenzie.com		
Correspondent Name:	David J. Davis		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	David J. Davis		
SIGNATURE:	/david j. davis/		
DATE SIGNED:	11/14/2017		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Assignment") is made and entered into on February 13, 2017 (the "Effective Date"), by and among Signal Genetics, Inc., a Delaware corporation formerly known as Myeloma Health LLC ("Assignor") and Quest Diagnostics Investments LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may be referred to individually as a "Party" and together as the "Parties." The Parties hereby agree as follows:

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Purchase Agreement dated as of November 29, 2016 (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, all of Assignor's rights, title and interests in and to the Purchased Assets, including without limitation, all of Assignor's Intellectual Property rights, title and interests to the MyPRS Assay and the Intellectual Property set forth on Exhibit A attached hereto and incorporated by this reference (collectively, the "Assignor Intellectual Property"); and

WHEREAS, Assignor now desires to transfer to Assignee all rights, title and interest in and to the Assignor Intellectual Property, together with any goodwill related thereto, and Assignee desires to acquire any and all of Assignor's rights, title and interest in and to the Assignor Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and exclusively assigns, conveys, transfers and sets over absolutely to Assignee, and Assignee hereby accepts from the Assignor, all worldwide rights, title and interests in and to (whether or not now existing) all Assignor Intellectual Property, including without limitation all registrations, applications, extensions, renewals or foreign equivalents thereof and any and all licenses to use and/or exploit the foregoing, together with all goodwill related thereto and all income, royalties, damages or payments due or payable as of the date hereof or thereafter (other than accounts receivable of Assignor as of the date hereof), including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assignor Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Without limiting the foregoing, the assignment of the Assignor Intellectual Property hereunder includes, without limitation, the exclusive right to use, sell, distribute, or exploit the Assignor Intellectual Property, in whole or in part, except as otherwise set forth in the Assigned Contracts. For avoidance of doubt, Assignor reserves no rights in or to the Assignor Intellectual Property after the Effective Date. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, distribution or any other exploitation of the Assignor Intellectual Property after the Effective Date (other than accounts receivable of Assignor as of the date hereof). Assignor represents that it has discontinued all use of the Assignor Intellectual Property from and after the Effective Date hereof, and any and all use of the Assignor Intellectual Property from and after the Effective Date hereof shall solely and exclusively inure to the benefit of Assignee, except as otherwise set forth in the Assigned Contracts.

2. No Conflicts. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with the terms of the Purchase

Agreement. Assignor represents and warrants that Assignor has the right to enter into this Assignment and further covenants, without further consideration, to use reasonable efforts to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

3. Severability. The provisions of this Agreement are severable, and if any provision (or portion thereof) is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions (or portions thereof) in this Agreement. If any of the provisions set forth herein are held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the parties contemplate and intend that such provisions shall be narrowed or otherwise modified to make them enforceable to the fullest extent permitted by law.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law principles of such state.

5. Entire Agreement; Counterparts. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and merges all prior discussions between them relating thereto. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, qualify, expand or limit in any way the terms of the Purchase Agreement or any representations or warranties provided for therein. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the terms of the Purchase Agreement, the Purchase Agreement shall govern. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

Remainder of page intentionally left blank; signature page follows

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

ASSIGNEE:

QUEST DIAGNOSTICS INVESTMENTS LLC

By: Christopher Fikry
Name: Christopher C. Fikry
Title: GM, Cancer Diagnostics

ASSIGNOR:

SIGNAL GENETICS, INC.

By: _____
Name: Samuel D. Riccitelli
Title: President and Chief Executive Officer

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

ASSIGNEE:

QUEST DIAGNOSTICS INVESTMENTS LLC

By: _____
Name: Christopher C. Fikry
Title: GM, Cancer Diagnostics

ASSIGNOR:

SIGNAL GENETICS, INC.

By: 
Name: Samuel D. Riccitelli
Its: President and Chief Executive Officer

EXHIBIT A

Assignor Intellectual Property relating to the MyPRS Assay includes, without limitation, the following registered Intellectual Property:

(i) Assignor owned registered and applied for patents (including issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals) as follows:

- U.S. Patent No. 8,999,648, titled System and Method for Classification of Patients, issued April 7, 2015

(ii) Assignor owned domain names, web addresses, web pages, websites, and related content as follows:

Domain
MyPRS.com

(iii) Assignor owned trademarks as follows:

Mark	Serial No. Filing Date	Reg. No. Reg. Date
MYPRS	85574172 March 20, 2012	4230011 October 23, 2012
MYPRS PLUS	85574166 March 20, 2012	4230010 October 23, 2012

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