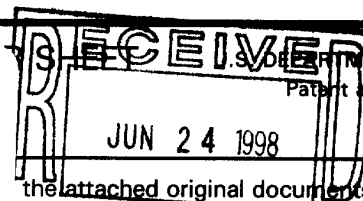


R

06-29-1998



To the honorable Commissioner of

100749023

the attached original documents or copy thereof.

1. Name of conveying party(ies): Venture Banking Group, a division of Cupertino National Bank

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Hauser-Kuhrts, Inc.  
265 Grandview Drive  
Redwood City, CA 94062

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other: Purchase Agreement

Execution Date: April 17, 1998

4. Application number(s) or patent number(s)

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,466,469; 5,445,826; 5,292,518; 5,096,714;  
4,965,252; 5,118,510; 4,911,917; 5,023,245

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Tom M. Moran  
Cooley Godward LLP  
Five Palo Alto Square, 3000 El Camino Real  
Palo Alto, CA 94306

6. Total number of applications and patents involved: 8

7. Total Fee (37 CFR 3.41) ..... \$320.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: 03-3117

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tom M. Moran (26,314)

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

Form: 20635868

**CONFIDENTIAL**

**FILE COPY**

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is dated as of April 17, 1998, between VENTURE BANKING GROUP, a division of Cupertino National Bank ("Seller") and HAUSER-KUIRTS, INC. ("Buyer").

### RECITALS

A. Seller made a loan (the "Loan") to Cibus Pharmaceutical, Inc. ("Cibus") pursuant to a Loan and Security Agreement (the "Loan Agreement"). The Loan is secured in part by the property described in Exhibit A attached hereto (the "Property"). As a result of the failure by Cibus to perform its obligations under the Loan Agreement, Seller delivered a Notice of Event of Default and a Notice of Private Sale to Cibus (collectively, the "Notices"), each in substantially the form of Exhibit B-1 and Exhibit B-2 attached hereto.

B. Buyer desires to purchase the Property from Seller, and Seller wishes to sell the Property to Buyer in accordance with the terms of this Agreement.

NOW THEREFORE Buyer and Seller agree as follows:

1. Purchase and Sale. Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest in and to the Property. Such purchase and sale shall be evidenced by a Bill of Sale in substantially the form attached hereto as Exhibit C. The purchase of the Property is limited solely to the patents and applications listed on Exhibit A. No rights, license, sublicense, or any other interest to other intellectual property rights previously or presently held by Cibus or Seller are transferred, conveyed, or sold to Buyer.

2. Purchase Price. Buyer shall pay Seller a purchase price of Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) on the date hereof by wire transfer to Seller at Cupertino National Bank, Three Palo Alto Square, Palo Alto, California 94306, ABA No. 12114112, Attn: Dan Duarte, Senior Vice President, Re: Cibus Pharmaceutical, Inc.

3. Foreclosure Sale; Other Agreements. Buyer acknowledges that Seller is entering into this Agreement only in its capacity as a secured party disposing of collateral pursuant to Section 9504 of the California Uniform Commercial Code. Seller has no knowledge as to the merchantability or fitness for a particular purpose of any of the Property. Seller has no knowledge as to whether any other person asserts claims on or with respect to any of the Property.

4. "AS-IS". Seller represents and warrants to Buyer that Seller has not transferred to any person or entity and interest in the Property since the date on or after Seller may have a right to effect such disposition pursuant to the Notices. Seller makes no other representations or warranties with respect to the Property or the transactions contemplated herein. BUYER TAKES THE PROPERTY AS-IS WHERE-IS. Buyer has had an opportunity to inspect the Property and accepts the Property in its as-is condition.

5. Buyer agrees to pay all costs incurred after this agreement has been fully-executed by both parties, which costs are associated with the transfer of the Property from Seller to Buyer, including, but not limited to costs for transferring of patent files, copying documents, recording assignments, paying maintenance fees, and attorney fees.

6. Miscellaneous. This Agreement represents the entire agreement between Buyer and Seller with respect to the subject matter hereof and supersedes all prior agreements and negotiations, oral or written. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and both of which taken together shall constitute one instrument. This Agreement shall be governed by the California Uniform Commercial Code, without giving effect to conflict of laws principles.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the first date above written.

HAUSER-KUHRTS, INC.

By: Ernest A. Kuhrtz

Title: President

VENTURE BANKING GROUP, a division of  
Cupertino National Bank

By: [Signature]

Title: SERVICE VICE PRESIDENT

BILL OF SALE, ASSIGNMENT AND LICENSE

For good and valuable consideration, the receipt of which is hereby acknowledged, Venture Banking Group, a division of Cupertino National Bank ("Seller"), does hereby sell, transfer and convey to Hauser-Kuhrts, Inc. ("Buyer"), all personal property (the "Property") set forth in Exhibit "A" attached hereto. Except as expressly set forth in the Purchase Agreement between Seller and Buyer, the Property is being sold, transferred and conveyed to Buyer in its "as-is" condition with no representations or warranties being made by Seller relating to the condition of the Property or otherwise. Buyer has had an opportunity to inspect the Property and accepts the Property in its "as-is" condition.

Dated this 17th day of April, 1998.

"SELLER"

VENTURE BANKING GROUP, a  
division of Cupertino National Bank

By: 

Its: SENIOR VICE PRESIDENT

"BUYER"

HAUSER-KUHRTS, INC.

By: Ernest. Kuhrts

Its: President