

09-17-2001  
101845140

To the Honorable Commissioner of Patents and Trademarks.  
Please record the attached original document or original thereof.

1. Name of conveying party(ies):

DCV, Inc.

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

Arkion Life Sciences  
3521 Silverside Road  
Quillen Building  
Wilmington, DE 19810

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

3. Nature of Conveyance:

Docket No.: CV0090A

- ☒ Assignment  
☐ Security Agreement  
☐ License  
☐ Merger  
☐ Change of Name  
☐ Other

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

Execution Date: July 30, 2001

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)

09/228,385

Filing Date: January 12, 1999

Additional numbers attached? ☐ Yes ☐ No

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

Basil S. Krikelis  
Arkion Life Sciences  
Legal Department  
3521 Silverside Road  
Quillen Building  
Wilmington, DE 19810

6. Total number of applications and registrations 1

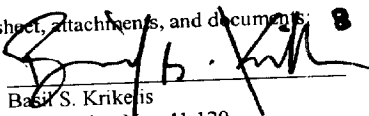
7. Total Fee (37 CFR § 3.41) Authorized to be charged to Deposit Account No. \$ 40.00

8. Deposit Account No. 50-0929

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.

Total number of pages including cover sheet, attachments, and documents: 8

  
Basil S. Krikelis  
Registration No. 41,129  
Attorney for Applicant(s)  
Phone: (302) 695-5361  
Date: September 4, 2001

09/14/2001 DBYR

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Mail documents with duplicate copy of this page  
to be recorded with required coversheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

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# PATENT ASSIGNMENT AGREEMENT

**THIS AGREEMENT** is made as of the 30th day of July, 2001 by and among DCV, Inc., a Delaware corporation ("**DCV**"), and DuCoa L.P., a Delaware limited partnership ("**DuCoa**", and together with DCV, the "**Assignors**").

## WITNESSETH:

**WHEREAS**, the Assignors, together with Legacy for Life, Inc., a Delaware corporation, will sell certain assets and businesses to Arkion Life Sciences LLC (f/k/a BioSyntha Science, LLC), a Delaware limited liability company (the "**Assignee**"), and its wholly-owned subsidiary, Legacy for Life II, LLC, a Delaware limited liability company, pursuant to the terms of a certain Asset Purchase Agreement among such parties, dated July 19, 2001 (the "**Purchase Agreement**"); and

**WHEREAS**, pursuant to the terms of said Purchase Agreement, the Assignors desire to assign to the Assignee and the Assignee desires to assume certain patents, as more particularly defined in Schedule A attached hereto and made a part hereof, together with all applicable applications and registrations therefor and any divisional, continuing, substitute, continuation-in-part, extension, resissue thereof (collectively referred to as the "**Patents**"), in accordance with said Schedule A;

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. The Assignors hereby assign, transfer and convey to the Assignee, in accordance with Schedule A, all of their right, title and interest in and to the Patents, together with the right to sue and obtain damages for past infringements of the Patents.

2. Without limiting the foregoing provisions, the Assignors agree to take whatever further action is deemed necessary or appropriate by the Assignee to properly and completely effect the transfer to the Assignee of the Patents and to establish full custody and ownership of such Patents by the Assignee.

3. This Agreement is binding upon the parties, their successors, assigns and licensees.

4. This Assignment Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflict of laws principles.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Patent Assignment Agreement effective as of the 30th day of July, 2001 and affixed their respective corporate seals hereto.

[SEAL]

Attest:

DCV, INC.

By: *Mark J. Gundersen*  
Name: MARK J. GUNDERSEN  
Title: SECRETARY

By: *John Maypole*  
Name: John Maypole  
Title: Chairman

DuCoa L.P.

By DCV, Inc., its general partner

By: *Mark J. Gundersen*  
Name: MARK J. GUNDERSEN  
Title: SECRETARY

By: *John Maypole*  
Name: John Maypole  
Title: Chairman

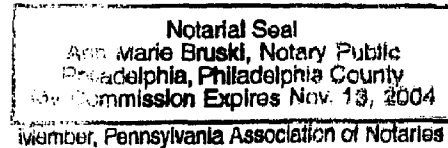
STATE OF Pennsylvania  
COUNTY OF Philadelphia ) SS.

On the 30<sup>th</sup> day of July, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John Maypole, who acknowledged himself to be the Chairman of DCV, Inc., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Patent Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Ann Marie Bruski*  
NOTARY PUBLIC

My Term Expires:  
[SEAL]



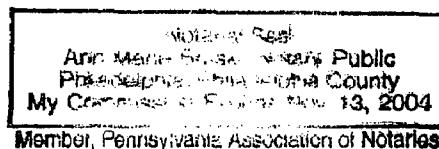
STATE OF Pennsylvania ) SS.  
COUNTY OF Philadelphia

On the 3<sup>rd</sup> day of July, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John Maypole, who acknowledged himself to be the Chairman of DCV, Inc., which is the general partner of DuCoa L.P., a Delaware limited partnership, and that he, as such officer being authorized to do so, executed the foregoing Patent Assignment Agreement for the purposes therein contained by signing the name of the general partner by himself as an offer thereof, on behalf of the limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Arlene Marie Bruske*  
NOTARY PUBLIC

My Term Expires:  
[SEAL]



**SCHEDULE A**  
**TO**  
**PATENT ASSIGNMENT AGREEMENT**  
**DATED JULY , 2001**

**A. PATENTS - ISSUED**

<u>Title</u>	<u>Country</u>	<u>Number</u>	<u>Grant Date</u>	<u>Owner</u>
Prevention and Control of Poultry Dactylariosis	USA	5, 229,372	July 20, 1993	DuCoa L.P.
Antibiotic Biomass Animal Feed Compositions	USA	5,266,347	November 30, 1993	DuCoa L.P.
	EPC	0730413	February 21, 2001	DuCoa L.P.
	France	0730413	February 21, 2001	DuCoa L.P.
	Great Britain	0730413	February 21, 2001	DuCoa L.P.
	Germany	69329952.5	February 21, 2001	DuCoa L.P.
Continuous Natamycin Production	China	43,194	September 26, 1998	DCV, Inc.
	EPC	0598008	October 16, 1996	DCV, Inc.
	France	0598008	October 16, 1996	DCV, Inc.
	Great Britain	0598008	October 16, 1996	DCV, Inc.
	Netherlands	0598008	October 16, 1996	DCV, Inc.
	Germany	69214654	October 16, 1996	DCV, Inc.
	Japan	2,801,966	July 10, 1998	DCV, Inc.
	Mexico	188,174	March 9, 1998	DCV, Inc.
	New Zealand	243,827	July 6, 1995	DCV, Inc.
	South Africa	92/005869	April 29, 1994	DCV, Inc.
	Spain	2,093,272	October 16, 1996	DCV, Inc.
	Taiwan	NI63616	January 6, 1994	DCV, Inc.
Natamycin Treatment of Dried Whole Kernel Grains	Japan	2,714,483	October 31, 1997	DuCoa L.P.
Measurement of Mold Growth on Amorphous Substrates	USA	5,648,231	July 15, 1997	DuCoa L.P.
	Canada	2,136,414	December 26, 2000	DuCoa L.P.
	China	93108272.2	September 2, 1999	DuCoa L.P.
	EPC	0642663	February 11, 1998	DuCoa L.P.
	France	0642663	February 11, 1998	DuCoa L.P.
	Great Britain	0642663	February 11, 1998	DuCoa L.P.
	Netherlands	0642336	February 11, 1998	DuCoa L.P.
	Germany	69316982.6	February 11, 1998	DuCoa L.P.
	Japan	2,886,984	February 12, 1999	DuCoa L.P.
	Mexico	193,201	September 2, 1999	DuCoa L.P.

Great Britain	98906365.6	February 12, 1998	DCV, Inc.
Ireland	98906365.6	February 12, 1998	DCV, Inc.
Italy	98906365.6	February 12, 1998	DCV, Inc.
Netherlands	98906365.6	February 12, 1998	DCV, Inc.
Portugal	98906365.6	February 12, 1998	DCV, Inc.
Spain	98906365.6	February 12, 1998	DCV, Inc.
Iceland	5149	February 12, 1998	DCV, Inc.
India	0229/CAL/98	February 12, 1998	DCV, Inc.
Japan	98/535057	February 12, 1998	DCV, Inc.
Korea	10-1999-7007229	February 12, 1998	DCV, Inc.
Malaysia	PI9800544	February 11, 1998	DCV, Inc.
Mexico	997288	February 12, 1998	DCV, Inc.
Taiwan	87101950	February 12, 1998	DCV, Inc.
EPC (A)	US98/09027	May 8, 1998	DCV, Inc.

Method for Reducing the Level  
of Hydrogen Sulfide in  
Wastewater Systems

EPC	98920124.9	May 12, 1998	DCV, Inc.
France	98920124.9	May 12, 1998	DCV, Inc.
Germany	98920124.9	May 12, 1998	DCV, Inc.
Great Britain	98920124.9	May 12, 1998	DCV, Inc.
Japan	98/549265	May 12, 1998	DCV, Inc.
PCT	US98/08883	May 12, 1998	DCV, Inc.
PCT (A)	US00/00414	January 7, 2000	DCV, Inc.
USA (A)	09/228385	January 12, 1999	DCV, Inc.

Method of Increasing Muscle Protein  
and Reducing Fat in Animals

Australia	98/90216	August 18, 1998	DCV, Inc.
Canada	2299291	August 18, 1998	DCV, Inc.
China	98810183.1	August 18, 1998	DCV, Inc.
Egypt	98/268	August 20, 1998	DCV, Inc.
PCT	US98/17052	August 18, 1998	DCV, Inc.
EPC	98942086.4	August 21, 1997	DCV, Inc.
Belgium	98942086.4	August 21, 1997	DCV, Inc.
France	98942086.4	August 21, 1997	DCV, Inc.
Germany	98942086.4	August 21, 1997	DCV, Inc.
Great Britain	98942086.4	August 21, 1997	DCV, Inc.
Italy	98942086.4	August 21, 1997	DCV, Inc.
Netherlands	98942086.4	August 21, 1997	DCV, Inc.
Spain	98942086.4	August 21, 1997	DCV, Inc.
Japan	2000-509444	August 18, 1998	DCV, Inc.
Korea	10-2000-7001701	August 18, 1998	DCV, Inc.
Malaysia	PI9803795	August 20, 1998	DCV, Inc.
Mexico	1742	August 18, 1998	DCV, Inc.
New Zealand	502849	August 18, 1998	DCV, Inc.
Taiwan	87113303	August 13, 1998	DCV, Inc.
USA	08/915627	August 21, 1997	DCV, Inc.
USA (A)	09/522232	March 9, 2000	DCV, Inc.

Composition and Method for  
Treatment and Prevention of Arthritis  
and/or Autoimmune Disease

Canada	2317813	January 19, 1999	DCV, Inc.
China	99804100.9	January 14, 1999	DCV, Inc.
Japan	Unknown		DCV, Inc.
Malaysia	PI9900160	January 15, 1999	DCV, Inc.