PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Large Scale Biology Corporation	11/20/2007

RECEIVING PARTY DATA

Name:	Kentucky Bioprocessing, LLC
Street Address:	3700 Airpark Drive
City:	Owensboro
State/Country:	KENTUCKY
Postal Code:	42303

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11410572

CH $40.00 11410572

CORRESPONDENCE DATA

Fax Number: (615)256-1726
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 615-251-6755
Email: dschelling@wyattfirm.com
Correspondent Name: Douglas W. Schelling
Address Line 1: 1715 Aaron Brenner Drive
Address Line 2: Suite 800
Address Line 4: Memphis, TENNESSEE 38120-4367

ATTORNEY DOCKET NUMBER:	015767.1
NAME OF SUBMITTER:	Douglas W. Schelling

Total Attachments: 18
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PATENT ASSIGNMENT - VCP

THIS **PATENT ASSIGNMENT - VCP** (this "Assignment") is entered into and effective as of November 21, 2007, by and between Large Scale Biology Corporation, a Delaware corporation, having its principal place of business at 3333 Vaca Valley Parkway, Suite 900, Vacaville, California 95688 ("Assignor" or "LSBC"), and Kentucky BioProcessing, LLC, a Kentucky limited liability company, with offices at 3700 Airpark Drive, Owensboro, Kentucky, 42303 ("Assignee" or "KBP"). The Assignor and the Assignee are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor is the owner of all right, title and interest in and to the certain patents and patent applications more specifically described in Exhibit A-1 relating to the Production of Peptides in Plants as Viral Coat Protein Fusions or Chemical Conjugation and Assembly (collectively the "Patents"), and in and to the inventions claimed and disclosed in the Patents, subject to any and all rights of the University of Louisville and/or the University of Louisville Research Foundation (collectively the "University") as described in Schedule 2.1 to the APA (as defined below); and

WHEREAS, the Parties entered into that Asset Purchase Agreement ("VCP - APA") dated as of October 15, 2007, relating to the Patents and pursuant to which Assignor agreed to sell to Assignee, as is, the Patents in addition to certain other assets (collectively, the "Assets"); and

WHEREAS, Assignee seeks the full and entire right, title and interest in and to the Patents, and the inventions claimed and disclosed in the Patents and all other legal protection obtainable therefor throughout the world, and in any other country in which legal protection may be sought and enforced for said inventions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Definitions. All capitalized terms used herein shall have the meanings ascribed to them in the VCP – APA unless separately or otherwise defined herein.

2. Assignment. Assignor hereby sells, assigns and transfers to Assignee, and Assignee's lawful successors and assigns, the entire right, title and interest in and to the Patents, the Approvals, and the Documentation, the inventions as claimed and disclosed in the Patents and other legal protection based thereon or obtainable therefor throughout the world, together with all rights of priority, in and to Assignor's inventions as described and claimed in such Patents, including divisionals, continuations, continued prosecutions (if and to the extent they claim the same subject matter) and their international equivalents, renewals, substitutes and reissues thereof throughout the world, and all rights of priority resulting from or claimed by any of these patent applications, as well as all foreign counterparts and extensions thereof, together with all patents issuing on any of these applications to be held and enjoyed by Assignee, including without limitation the right to sue and collect for past infringement, to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its legal representatives,

successors and assigns, to the full end of the terms of all of the patents which may be granted on the inventions in this or any other country, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

3. Excluded Assets. Notwithstanding such assignment, Assignor specifically retains and reserves to itself, its successors and assigns: i) the right and non-exclusive, royalty-free license under the Patents, with the right to grant sublicenses, to permit the acquirer of Assignor's patent and other rights, data package, materials, documents and other intellectual property relating to Assignor's proprietary human papilloma virus vaccines ("Proprietary End Products") to practice the technology and inventions described and claimed in the Patents as reasonably needed to develop, make, have made, produce, import, sell or offer for sale such Proprietary End Products and to conduct its business related thereto; and ii) the right to receive and retain the proceeds of such licenses. Certain Patents may be subject to the UoL Agreements and the rights, if any, of the University pursuant to the UoL Agreements as described in the APA or otherwise. Capitalized terms, to the extent not defined herein, are defined in the APA. Assignor shall remain liable for all of Assignor's obligations with respect to such licenses and agrees to indemnify and hold Assignee harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorney's fees) directly or indirectly arising out of or related to any breach or default by Assignor of its obligations under such licenses.

4. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the appropriate office governing patents of any other country as appropriate, to record the Assignment as to each of said Patents, and to issue any and all Letters Patent of the United States, or of any other country throughout the world, for the inventions to Assignee, and Assignee's lawful successors and assigns resulting from any of the aforesaid applications to the Assignee.

5. Further Assurances. Assignor hereby covenants and agrees, without additional consideration, but at the expense of Assignee, to execute and deliver to Assignee, and Assignee's lawful successors and assigns, all lawful papers that may be necessary or desirable to perfect the title to any Patent or invention disclosed or claimed therein, and any divisionals, continuations, continued prosecutions (and their international equivalents), renewals, substitutes and reissues thereof throughout the world and any patents which may issue on the inventions. Assignor will, at any time, upon the request and without further consideration, but at the expense of Assignee, deliver any testimony in any legal proceedings and execute all papers and do all other things that may be necessary or desirable to perfect the title to the inventions, or any patents which may be granted therefor, in Assignee, its successors, assigns, or other legal representatives. Assignor will, at any time, upon the request and at the expense of Assignee, execute any continuations, divisionals, reissues, or any other additional applications for patents for the inventions or any part or parts thereof and any patents issuing thereon are hereby assigned to Assignee. Assignor will make all rightful oaths, and do all lawful acts required or assistance requested by Assignee for procuring and enforcing any of the patents, without further compensation, but at the expense of Assignee, its successors, assigns or other legal representatives.

6. Notices. All notices and other communications required or permitted under this Agreement shall be given in the manner set forth in Section 8.04 of the VCP – APA.

7. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of California (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Assignor is subject to the jurisdiction of the Bankruptcy Court, the Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court, subject to the right of any party to seek withdrawal of the reference with respect to any matter. After Assignor is no longer subject to the jurisdiction of the Bankruptcy Court, the Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the United States District Court for the Eastern District of California or any California state court sitting in Sacramento, California.

8. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which, when so executed, shall be deemed to be an original and both of which taken together shall constitute one and the same agreement.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

10. Amendment. This Agreement may not be modified or amended except in a writing signed by the Parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused execution of this Patent Assignment this 20 day of November 2007.

LARGE SCALE BIOLOGY CORPORATION
"Assignor"

By:_____
Name: Randy Sugarman
Title: Plan Administrator

KENTUCKY BIOPROCESSING, LLC
"Assignee"

By: _____
Name: Hugh Haydon
Title: Chairman

SIGNATURE PAGE TO PATENT ASSIGNMENT - VCP

STATE OF CALIFORNIA :
: SS:
COUNTY OF SAN FRANCISCO :

Before me personally appeared Randy Sugarman, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

Sworn to before me and subscribed in my presence this ____ of November 2007.

____
Notary Public

COMMONWEALTH OF KENTUCKY):
) SS:
COUNTY OF JEFFERSON):

Before me personally appeared Hugh Haydon, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Sworn to before me and subscribed in my presence this ____ of November 2007.

____
Notary Public

15190908.2

JURAT

State of California

County of San Francisco

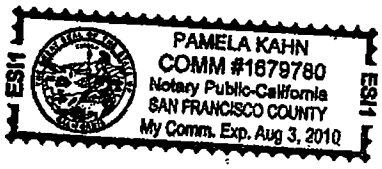
Subscribed and sworn to (or affirmed) before me on

this 20 day of November, 2007,

by Randy Sugarman

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Patent Assignment.
VCP



(seal)

Signature Pamela Kahn

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Francisco

On 11.20.2007 before me, Pamela Kahn notary Public,
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Randy Sugarman,
Name(s) of Signer(s)

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PAMELA KAHN
COMM #1679780
Notary Public-California
SAN FRANCISCO COUNTY
My Comm. Exp. Aug 3, 2010

WITNESS my hand and official seal.

Pamela Kahn
Signature of Notary Public

---OPTIONAL---

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Patent Assignment - VCP

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer
☐ Titles(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

RIGHT THUMBPRINT OF SIGNER
Top of Thumb here

Signer Is Representing:

Signer's Name: _____

☐ Individual
☐ Corporate Officer
☐ Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

RIGHT THUMBPRINT OF SIGNER
Top of Thumb here

Signer Is Representing:

IN WITNESS WHEREOF, the Parties have caused execution of this Patent Assignment this 20th day of November 2007.

LARGE SCALE BIOLOGY CORPORATION
"Assignor"

By:_____
Name: Randy Sugarman
Title: Plan Administrator

KENTUCKY BIOPROCESSING, LLC
"Assignee"

By: _____
Name: Hugh Haydon
Title: Chairman

SIGNATURE PAGE TO PATENT ASSIGNMENT - VCP

15190908.2

STATE OF CALIFORNIA:

SS:

COUNTY OF SOLANO :

Before me personally appeared Randy Sugarman, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

Sworn to before me and subscribed in my presence this ____ of November 2007.

_____

Notary Public

[SEAL]

COMMONWEALTH OF KENTUCKY:

SS:

COUNTY OF JEFFERSON:

Before me personally appeared Hugh Haydon, as Chairman of Kentucky BioProcessing, LLC, a Kentucky limited liability company, on behalf of the limited liability company, and known to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Sworn to before me and subscribed in my presence this 20th of November, 2007.

Karen Kallard

My commission expires 4-20-2011

Notary Public

[SEAL]

EXHIBIT A-1

PATENTS AND PATENT APPLICATIONS

00801-0087-999 () United States P 00801-0038-999 08/176,414 12/29/1993 P 00801-0024-999 08/184,237 1/19/1994	Production of Peptides in Plants as Viral Coat Protein Fusions	TURPEN1 REINL GRILL	08/324,003 10/14/1994	5,977,438 11/2/1999	
5,977,438 filed as SN 08/324,003 filed on October 14, 1994 PCT	PRODUCTION OF PEPTIDES IN PLANTS AS VIRAL COAT PROTEIN FUSIONS	Turpen et al	PCT/US95/12915		WO1996/012028 25.04.1996
00801-0087-007 U.S. Case: 00801-0087-999 Australia	Production of Peptides In Plants As Viral Coat Protein Fusions	TURPEN1 REINL GRILL	37637/95 10/6/1995	711549 1/27/2000	
00801-0087-012 U.S. Case: 00801-0087-999 Japan	Production of Peptides In Plants As Viral Coat Protein Fusions	TURPEN1 REINL GRILL	8-513337 10/6/1995		
00801-0087-009 U.S. Case: 00801-0087-999 Mexico	Production of Peptides in Plants as Viral Coat Protein Fusions	TURPEN1 REINL GRILL	972714 10/6/1995	201967 5/21/2001	
00801-0087-147 U.S. Case: 00801-0087-999	Production of Peptides in Plants as Viral Coat Protein Fusions	TURPEN1 REINL GRILL	95/8659 10/13/1995	95/8659 6/26/1996	

South Africa					
EPO	Production of Peptides in Plants as Viral Coat Protein Fusions	TURPEN1 REINL GRILL	95935728.6 10/6/95		0787195
EPO	Production of Peptides in Plants as Viral Coat Protein Fusions	TURPEN1 REINL GRILL	02022573.6		1304382
00801-0087-US01 () United States C 00801-0087-999 08/324,003 10/14/1994 C 00801-0024-999 08/184,237 1/19/1994	Production of Peptides in Plants as Viral Coat Protein Fusions	TURPEN1 REINL GRILL	09/057,016 4/7/1998	7,033,835	US2002/0107387
00801-0087-001 U.S. Case: 00801-0087-999 Canada	Production of Peptides In Plants As Viral Coat Protein Fusions	TURPEN1 REINL GRILL	2,202,652 10/6/1995		
00801-0087-CN06 () United States C 00801-0087-US04 09/316,572 5/21/1999	Production of Peptides in Plants as Viral Coat Protein Fusions	TURPEN1 REINL GRILL	09/755,836 1/5/2001	6,660,500 12/9/2003	20020107387 8/8/2002
United States	Production of Peptides in Plants as Viral Coat Protein Fusions	TURPEN1 REINL GRILL	10/645,695 08/20/2003		2004/0175694

42207 (LSB-003) United States	Production of a Parvovirus Vaccine in	POGUE LINDBO MCCULLOCH	09/520,967 3/8/2000	6,730,306 5/4/2004	

	Plants as Viral Coat Protein Fusions	LAWRENCE GROSS GARGER			
44008 (LSB-003/CON) United States C 42207 09/520,967 3/8/2000	Production of a Parvovirus Vaccine in Plants as Viral Coat Protein Fusions	POGUE LINDBO MCCULLOCH LAWRENCE GROSS GARGER	10/193,142 7/12/2002		200201922 26 12/19/2002
LSB-003-ZA PA133755/ZA U.S. Case: 42207 South Africa	Production of Foreign Polypeptides in Plants as Viral Coat Protein Fusions	POGUE LINDBO MCCULLOCH LAWRENCE GROSS GARGER	2002/6803 3/8/2001	2002/6803 11/26/2003	
43276 (LSB-003) United States D 42207 09/520,967 3/8/2000	Production of a Parvovirus Vaccine in Plants as Viral Coat Protein Fusions	POGUE LINDBO MCCULLOCH LAWRENCE GROSS GARGER	10/061,216 2/4/2002		200300959 86 5/22/2003
LSB-003-AU P21815AU00 U.S. Case: 42207 Australia	Production of Foreign Polypeptides in Plants as Viral Coat Protein Fusions	POGUE LINDBO MCCULLOCH LAWRENCE GROSS GARGER	2001245509 3/8/2001		
LSB-003-CA 79787-6 U.S. Case: 42207 Canada	Production of Foreign Polypeptides in Plants as Viral Coat Protein Fusions	POGUE LINDBO MCCULLOCH LAWRENCE GROSS GARGER	2,402,302 3/8/2001		
LSB-003-EP AHB/FP6089189 U.S. Case: 42207 EPO	Production of Foreign Polypeptides in Plants as Viral Coat Protein Fusions	POGUE LINDBO MCCULLOCH LAWRENCE GROSS GARGER	01918430.8 3/8/2001		1266020 12/18/2002
LSB-003-JP F1-02J71M76	Production of Foreign	POGUE LINDBO	2001-565381 3/8/2001		2003-525619

U.S. Case: 42207 Japan	Polypeptides in Plants as Viral Coat Protein Fusions	MCCULLOCH LAWRENCE GROSS GARGER			9/2/2003
PCT	Production of Foreign Polypeptides in Plants as Viral Coat Protein Fusions	POGUE LINDBO MCCULLOCH LAWRENCE GROSS GARGER	PCT/US/01/07355 3/8/2001		WO01/66778
United States	Production of Foreign Polypeptides in Plants as Viral Coat Protein Fusions	POGUE LINDBO MCCULLOCH LAWRENCE GROSS GARGER	10/134,493 04/30/2002		2003-0050463
United States	Production of Foreign Polypeptides in Plants as Viral Coat Protein Fusions	POGUE LINDBO MCCULLOCH LAWRENCE GROSS GARGER	10/128,510 4/24/2002		2003-0118596

PCT	Production of peptides in plants as N-terminal viral coat protein fusions	Garger et al	PCT/US02/09987 March 28, 2002		WO2002/078734 10.10.2002
EPO	Production Of Peptides In Plants As N-Terminal Viral Coat Protein Fusions	Garger Stephen J Gross,Cynthia Lindbo,JohnA Pogue,Gregory P	02757894.7		EP1381388 2004-01-21
United States	Production Of Peptides In Plants As N-Terminal Viral Coat Protein Fusions	Garger Stephen J Gross,Cynthia Lindbo,JohnA Pogue,Gregory P	09/823,936 03/29/2001		2002-0061309
United States	Production Of Peptides In Plants As N-Terminal Viral Coat Protein Fusions	Garger Stephen J Gross,Cynthia Lindbo,JohnA Pogue,Gregory P	10/286,140 01/11/2002		2003-00108557

PROVISIONAL United States	FLEXIBLE VACCINE ASSEMBLY AND VACCINE DELIVERY PLATFORM	MCCORMICK, Alison, A. SMITH, Mark, L. PALMER, Kenneth, E. LINDBO, John, A. NGUYEN, Long, V. POGUE, Gregory, P.	6/7/2002 60/382,921 60/386,921		
N8630 US Utility CIP of 60/386,921 United States	Flexible Vaccine Assembly and Vaccine Delivery Platform	MCCORMICK, Alison, A. SMITH, Mark, L. PALMER, Kenneth, E. LINDBO, John, A. NGUYEN, Long, V. POGUE, Gregory, P.	6/6/2003 10/457,082		
Priority Data 60/386,921 07.06.2002 PCT	FLEXIBLE VACCINE ASSEMBLY AND VACCINE DELIVERY PLATFORM	MCCORMICK, Alison, A. SMITH, Mark, L. PALMER, Kenneth, E. LINDBO, John, A. NGUYEN, Long, V. POGUE, Gregory, P.	PCT/US03/18247 June 6, 2003		WO2003/103605 18.12.2003
Australia	FLEXIBLE VACCINE ASSEMBLY AND VACCINE DELIVERY PLATFORM	MCCORMICK, Alison, A. SMITH, Mark, L. PALMER, Kenneth, E. LINDBO, John, A. NGUYEN, Long, V. POGUE, Gregory, P	237528-03		237528-03
Canada	FLEXIBLE VACCINE ASSEMBLY AND VACCINE DELIVERY PLATFORM	MCCORMICK, Alison, A. SMITH, Mark, L. PALMER, Kenneth, E. LINDBO, John, A. NGUYEN,	2486118		

		Long, V, POGUE, Gregory, P			
EPO	FLEXIBLE VACCINE ASSEMBLY AND VACCINE DELIVERY PLATFORM	MCCORMICK, Alison, A. SMITH, Mark, L. PALMER, Kenneth, E. LINDBO, John, A. NGUYEN, Long, V. POGUE, Gregory, P	03736977.4		1545625
Japan	FLEXIBLE VACCINE ASSEMBLY AND VACCINE DELIVERY PLATFORM	MCCORMICK, Alison, A. SMITH, Mark, L. PALMER, Kenneth, E. LINDBO, John, A. NGUYEN, Long, V. POGUE, Gregory, P	507800-06 2004-510726		
N9479-ZA South Africa	FLEXIBLE VACCINE ASSEMBLY AND VACCINE DELIVERY PLATFORM	MCCORMICK, Alison, A. SMITH, Mark, L. PALMER, Kenneth, E. LINDBO, John, A. NGUYEN, Long, V. POGUE, Gregory, P	2004/9861	7/26/2006 2004/9861	
N9478-CON United States	FLEXIBLE VACCINE ASSEMBLY AND VACCINE DELIVERY PLATFORM	McCormick, Alison et al.	11/410,572 04/24/2006		
LSBC-8630-CIP US UTILITY From LSBC-O287-PROV & LSBC-O228-PROV *60/556,931,* Mar. 25, 2004, Ser. No.	Flexible Vaccine Assembly and Vaccine Delivery Platform	McCormick Palmer Pogue Lindbo	3/25/2005 11/090,497	Dec 22, 2005 20050282263	Dec 22, 2005 20050282263

10/654,200, Ser. No. 10/457,082, and. 60/386,921, filed Jun. 7, 2002,					
United States	Flexible Vaccine Assembly and Vaccine Delivery Platform	McCormick Palmer Pogue Lindbo	60/556931		
LSBC-8630-PCT From LSBC-O287-PROV & LSBC-O228-PROV Priority Data US 60/556,931 25.03.2004 PCT	Flexible Vaccine Assembly and Vaccine Delivery Platform	MCCORMICK, Alison, A. SMITH, Mark, L. PALMER, Kenneth, E. LINDBO, John, A. NGUYEN, Long, V. POGUE, Gregory, P.	3/25/2005 PCT/US2005/010191		WO/2005/091 753 06.10.2005

PROVISIONAL LSBC-O287-PROV United States	Heterologous Protein Display on the Surface of Tobacco Mosaic virus	Lindbo Palmer	6/6/2005 60/687,695		
PCT	Heterologous Protein Display on the Surface of Tobacco Mosaic virus	Lindbo Palmer	PCT/US2006/036668		
United States 60/687,695 60/715,703	Modified Tobacco Mosaic Virus Particles As Scaffolds For Display Of Protein Antigens For Vaccine Applications	Lindbo Palmer	9/8/2006 11/518,549		
United States	Purification of viruses proteins and nucleic acids		US 11/317282		US 2006-0281075

PROVISIONAL LSBC-O228-PROV United States	Modified Tobacco Mosaic Virus Particles as Scaffolds for Display of Protein Antigens for Vaccine Applications	Lindbo	9/8/2005 60/715,703		