

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael D. Lynch	06/02/2011
Christopher P. Mercogliano	06/02/2011
RECEIVING PARTY DATA	
Name:	OPX Biotechnologies, Inc.
Street Address:	2425 55th Street
Internal Address:	Suite 100
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12891760
CORRESPONDENCE DATA	
Fax Number:	(303)243-5193
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	720-544-6858
Email:	jfisher@opxbio.com
Correspondent Name:	Joseph Fischer
Address Line 1:	2425 55th Street
Address Line 2:	Suite 100
Address Line 4:	Boulder, COLORADO 80301
ATTORNEY DOCKET NUMBER:	34246-746.201
NAME OF SUBMITTER:	Valerie Bakes
Total Attachments: 4 source=34246-746.201Assignment#page1.tif source=34246-746.201Assignment#page2.tif source=34246-746.201Assignment#page3.tif source=34246-746.201Assignment#page4.tif	

CH \$40.00 12891760

WHEREAS, the undersigned:

1. LYNCH, Michael D.
Boulder, CO
2. MERCOGLIANO, Christopher P.
Superior, CO

(hereinafter "Inventor(s)"), has/have invented certain new and useful improvements in

METHODS, COMPOSITIONS AND SYSTEMS FOR INCREASED MICROBIAL PRODUCTION OF 3-HYDROXYPROPIONIC ACID INVOLVING AN OXALOACETATE DECARBOXYLASE

- for which a United States patent application is executed on even date herewith;
- for which Application No. 12/891,760 was filed on September 27, 2010 in the United States Patent Office;
- for which Application No. _____ was filed on _____ in the U.S. Receiving Office of the Patent Cooperation Treaty;
- for which Application No. _____ was filed on _____ in the _____ Patent Office; and/or
- for which an application was filed upon which a United States Patent issued on _____, as U.S. Patent No. _____

(hereinafter "Application(s)").

WHEREAS, OPX Biotechnologies, Inc., a corporation of the State of Delaware, having a place of business at 2425 55th Street, Suite 100, Boulder, CO 80301, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) acknowledge(s) his/her obligation at the time the Inventions were made to assign his/her rights in said Inventions to Assignee, and hereby do/does sell, assign, transfer and convey unto said Assignee his/her entire right, title and interest (a) in and to said Inventions and said Applications, including the right to claim priority to said Inventions and said Applications; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant(s) and agree(s) to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations, instruments or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), his/her/their respective heirs, legal representatives and assigns.

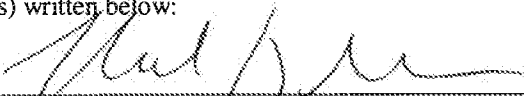
4. Said Inventor(s) hereby warrant(s) and represent(s) that he/she/they has/have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request(s) that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

7. This instrument, as a formal expression of the assignment, including of said Patent Application and invention(s) thereof, is effective as of the earlier of 1) the date of execution shown below or 2) the filing date of the first-filed of said Patent Application(s) as provided above.

IN WITNESS WHEREOF, said Inventor(s) has/have executed and delivered this instrument to said Assignee as of the date(s) written below:



 Inventor's Signature

6/2/2011

 Date

Michael Lynch

 Inventor's Name (printed)



 Inventor's Signature

6/2/2011

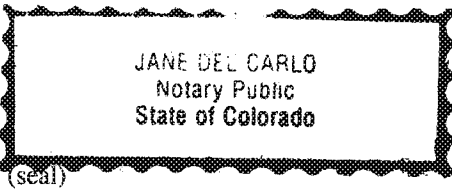
 Date

Christopher Mercogliano

 Inventor's Name (printed)

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

On this the 2nd day of June, 2011, before me, Jane Del Carlo, a Notary Public, personally appeared Michael D. Lynch, personally known to me OR proved to me on the basis of satisfactory evidence to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.



Jane Del Carlo
Signature of Notary Public
My Commission Expires: April 4, 2015

Witness:

Witness's Signature: [Signature]
Witness's Name (printed): Joseph Fischer

Date: June 2, 2011

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

On this the 2nd day of June, 2011, before me, Jane Del Carlo, a Notary Public, personally appeared Christopher P. Mercelina, personally known to me OR proved to me on the basis of satisfactory evidence to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.



Jane Del Carlo
Signature of Notary Public
My Commission Expires: April 4, 2015

Witness:

Witness's Signature: [Signature]
Witness's Name (printed): Joseph Fischer

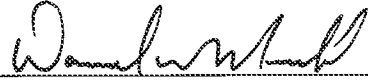
Date: June 2, 2011

ASSIGNMENT

Docket Number(s): 34246-746.201

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: June 2, 2011

By: 
Name: DANIEL W MUEHLE
Title: CFO