

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Alan Voskamp Klotz</td> <td>08/11/2011</td> </tr> <tr> <td>KBI Biopharma, Inc.</td> <td>09/23/2011</td> </tr> </tbody> </table>		Name	Execution Date	Alan Voskamp Klotz	08/11/2011	KBI Biopharma, Inc.	09/23/2011						
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<table border="1"> <tr> <td>Name:</td> <td>Eli Lilly and Company</td> </tr> <tr> <td>Street Address:</td> <td>Lilly Corporate Center</td> </tr> <tr> <td>Internal Address:</td> <td>Patent Division</td> </tr> <tr> <td>City:</td> <td>Indianapolis</td> </tr> <tr> <td>State/Country:</td> <td>INDIANA</td> </tr> <tr> <td>Postal Code:</td> <td>46285</td> </tr> </table>		Name:	Eli Lilly and Company	Street Address:	Lilly Corporate Center	Internal Address:	Patent Division	City:	Indianapolis	State/Country:	INDIANA	Postal Code:	46285
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CORRESPONDENCE DATA													
<p>Fax Number: (317)276-3861</p> <p>Email: patents@lilly.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Eli Lilly and Company</p> <p>Address Line 1: P. O. Box 6288</p> <p>Address Line 2: Patent Division</p> <p>Address Line 4: Indianapolis, INDIANA 46206-6288</p>													
ATTORNEY DOCKET NUMBER:	X18988												
NAME OF SUBMITTER:	Linda M. Durbin												
<p>Total Attachments: 5</p> <p>source=X18988KlotzAssignment#page1.tif</p> <p>source=X18988KlotzAssignment#page2.tif</p> <p>source=X18988KBIAssignment#page1.tif</p> <p>source=X18988KBIAssignment#page2.tif</p> <p>source=X18988KBIAssignment#page3.tif</p>													

CH \$40.00 13239493

ASSIGNMENT**WHEREAS,**

Alan Voskamp KLOTZ, Indianapolis, Indiana, Citizenship USA

is an inventor or co-inventor of an invention that is the subject of a patent application ("Application") which is entitled FORMULATIONS FOR BOVINE GRANULOCYTE COLONY STIMULATING FACTOR AND VARIANTS THEREOF, containing 51 pages and 0 sheets filed

- ☒ in the United States Patent and Trademark Office
- ☐ in the United Kingdom Patent Office
- ☐ in the European Patent Office
- ☐ in the Spanish Patent Office as a European Application

on Sept 22, 2011 and accorded Serial Number 13/239493,

and

- ☒ as an international application under the Patent Cooperation Treaty ("PCT"), with United States Patent and Trademark Office acting as Receiving Office

on Sept 22, 2011 and accorded Serial Number PCT/US2011/052692,

both of which claim the benefit of priority application Serial Number 61/385629, filed 09/23/2010.

If this application is filed after the signing of this assignment document, I hereby give permission to insert above the serial numbers and filing dates for the application when it is known.

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had

this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

I have executed this assignment on the date indicated below.

11 August 2011
Date

Alan Voskamp Klotz
Alan Voskamp Klotz

DEED of ASSIGNMENT

WHEREAS, KBI Biopharma, Inc., 1101 Hamlin Road, Durham, North Carolina 27704, by virtue of an assignment dated September 20th, 2011, between Catherine Ngan KHA and KBI Biopharma, Inc. (a copy of which is attached hereto) and an assignment dated September 20th, 2011, between Juan DAVAGNINO and KBI Biopharma, Inc. (a copy of which is attached hereto), is an owner of the right, title and interest in an invention that is the subject of a patent application ("Application") which is entitled FORMULATIONS FOR BOVINE GRANULOCYTE COLONY STIMULATING FACTOR AND VARIANTS THEREOF, filed

- ☒ in the United States Patent and Trademark Office
- ☐ in the United Kingdom Patent Office
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both of which claim the benefit of priority application Serial Number 61/385629, filed September 23, 2010.

If this application is filed after the signing of this assignment document, I hereby give permission to insert above the serial number and filing date for the application when it is known.

and

WHEREAS, ELI LILLY AND COMPANY ("ASSIGNEE"), having a place of business at Lilly Corporate Center, Indianapolis, IN 46285 wishes to acquire the entire right, title and interest in and to all invention disclosed in such Application, and in, to and under any Letters Patent which may be obtained to said invention; AND WHEREAS, accordingly the parties hereto are executing this Deed of assignment to record in writing the terms and conditions of their understanding.


NOW, THEREFORE, pursuant to the Master Development Services Agreement between Lilly and KBI Biopharma, Inc. with an Effective Date of October 1, 2007, by and between ASSIGNEE and KBI Biopharma, Inc., ("MDS Agreement") or other good and valuable consideration, the receipt of which is hereby acknowledged, KBI Biopharma, Inc. hereby sells, assigns, transfers and sets over unto ASSIGNEE, its successors and assigns KBI Biopharma, Inc.'s entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions,

substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by the ASSIGNEE for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by KBI Biopharma, Inc. had this Assignment and sale to ASSIGNEE not been made.

KBI Biopharma, Inc. authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any foreign equivalent thereof, to issue any such Letters Patent which may be granted on the Application to ASSIGNEE as assignee of the entire right, title and interest therein and thereto.

For ASSIGNEE and its legal representative, KBI Biopharma, Inc. covenants and agrees, in accordance with the terms of the MDS Agreement between ASSIGNEE and KBI Biopharma, Inc., that KBI Biopharma, Inc. has not granted to any others any license to make, use or sell any of such inventions, that KBI Biopharma, Inc.'s right, title and interest in such inventions has not been encumbered, that KBI Biopharma, Inc. has good right and title to sell and assign the same, and that KBI Biopharma, Inc. will not execute any instrument in conflict therewith.

IN WITNESS WHEREOF I have executed this Deed of assignment on the date indicated below.



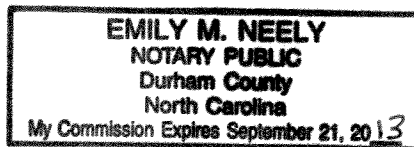
Authorized Representative for
KBI Biopharma, Inc.

Printed Name James CHOPAS
Title Chief Financial Officer
Date 9/23/11

UNITED STATES OF AMERICA

STATE OF North Carolina)
) SS:
COUNTY OF Durham)

Before me, a Notary Public for Durham County, State of North Carolina
personally appeared James CHOPAS for KBI Biopharma, Inc. and acknowledged the
execution of the foregoing instrument this 23 day of September, 2011.



Emily M. Neely
Notary Public
Commission Expires: 9/21/2013

ELI LILLY AND COMPANY, the assignee, hereby accepts the assignment from KBI
Biopharma, Inc. without any restrictions, and with all rights and obligations derived
therefrom.

A handwritten signature in dark ink, appearing to be "L. T. Welch", written over a horizontal line.

Authorized Representative for
ELI LILLY AND COMPANY

Printed Name Lawrence T. Welch
Title Assistant General Patent Counsel
Date 18 November 2011