

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2643635

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOPHERESIS TECHNOLOGIES, INC.	06/04/2013
RECEIVING PARTY DATA	
Name:	INNATUS CORPORATION
Street Address:	100 THE EMBARCADERO PENTHOUSE
Internal Address:	C/O KAY & MERKLE, LLP
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	6620382
Patent Number:	6231536
Patent Number:	7854717
Patent Number:	8197430
Application Number:	11153524
Patent Number:	8133490
Application Number:	11929540
Application Number:	12685307
Application Number:	12854385
Application Number:	13477805
Application Number:	11119214
Application Number:	61492200
CORRESPONDENCE DATA	

OP \$480.00 6620382

Fax Number: (801)566-0750
Phone: 801-566-6633
Email: solomon@tnw.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: DAVID W. OSBORNE
Address Line 1: 8180 SOUTH 700 EAST, SUITE 350
Address Line 2: THORPE NORTH & WESTERN, LLP
Address Line 4: SANDY, UTAH 84070

ATTORNEY DOCKET NUMBER:

3701-

NAME OF SUBMITTER:

DAVID W. OSBORNE

Signature:

/David W. Osborne/

Date:

12/10/2013

Total Attachments: 15

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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (the “**Assignment**”) is dated as of June 4, 2013 (“**Effective Date**”) and entered into by and between BioPheresis Technologies, Inc., a Delaware corporation (“**Assignor**”) and Innatus Corporation, a Delaware corporation (“**Assignee**”).

RECITALS

A. Assignor and Assignee entered into that certain Purchase Agreement dated as of April 15, 2013 (“**Purchase Agreement**”).

B. BioPheresis GmbH, a German limited liability company (“**GmbH**”) is a wholly owned subsidiary of Assignor.

C. Pursuant to the Purchase Agreement, Assignor is assigning and transferring to Assignee and Assignee is purchasing and acquiring from Assignor certain U.S. and foreign patents collectively referred to as the “**Patents**” and more particularly described on Exhibit A attached hereto.

D. Pursuant to the Purchase Agreement, Assignor is assigning and transferring to Assignee and Assignee is purchasing and acquiring from Assignor the entire interest of Assignor in the GmbH referred to as the “**GmbH Interest**” and more particularly described in the Purchase Agreement.

E. Pursuant to the Purchase Agreement, Assignor is assigning and transferring to Assignee and Assignee is purchasing and acquiring from Assignor the U.S. Trademark (“**Trademark**”) held and owned by Assignor in the term “OncoSorb” as more particularly described in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. Assignment of Patents. Assignor hereby assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under the Patents listed on Exhibit A attached hereto and Assignee hereby accepts such assignment.

2. GmbH Interest. Assignor hereby assigns, conveys, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in, to and under the GmbH Interest and Assignee hereby accepts such assignment. Notwithstanding any provision to the contrary of this Assignment or the Purchase Agreement, the contractual and other obligations and liabilities of the GmbH as of the Closing, including, without limitation, any and all obligations of the GmbH to Assignor, shall be strictly limited to the obligations described on Exhibit B attached

hereto (collectively, the “**Assumed Obligations**”). Without limiting the generality of the immediately preceding sentence, all obligations of the GmbH to Assignor existing immediately prior to the Closing shall be of no further force or effect and as of the Closing are hereby discharged by the Assignor. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from and against any and all obligations and liabilities of the GmbH other than the Assumed Obligations existing as of the Closing.

3. Assignment of Trademark. Assignor hereby assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under the Trademark and Assignee hereby accepts such assignment

4. Effective Date. Each assignment and conveyance pursuant to this Assignment shall be effective as of the Effective Date.

5. Representations. In connection with this Assignment and conveyance by Assignor to Assignee of the Patents, GmbH Interest and Trademark, Assignor reaffirms each and all of the representations and warranties of Assignor as made pursuant to the Purchase Agreement.

6. Further Action. Assignor hereby covenants and agrees with Assignee to execute and deliver or cause to be executed and delivered upon the reasonable request of Assignee any and all agreements, instruments, documents or otherwise as may be reasonably required by Assignee for the purpose of and in connection with acquiring, or more effectively vesting in Assignee or evidencing the vesting in Assignee of the Patents, GmbH Interest and Trademark assigned pursuant to this Assignment and the Purchase Agreement.

7. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

8. Defined Terms. Except as otherwise specifically provided in this Assignment, defined terms employed in this Assignment shall have the same meaning as described in the Purchase Agreement.

9. Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of Delaware.

10. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original. This Assignment shall only be effective if a counterpart is signed by both Assignor and Assignee.

11. Survival. The provisions of this Assignment shall survive the Closing.

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

BioPhoresis Technologies, Inc.
a Delaware corporation

By: 

Name: Howard Greenbaum
Its: President

ASSIGNEE:

Innatus Corporation
a Delaware corporation

By: _____

Name: M. Rigdon Lentz, M.D.
Its: Chief Executive Officer

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

BioPheresis Technologies, Inc.
a Delaware corporation

ASSIGNEE:

Immatus Corporation
a Delaware corporation

By: _____
Name: _____
Its: _____

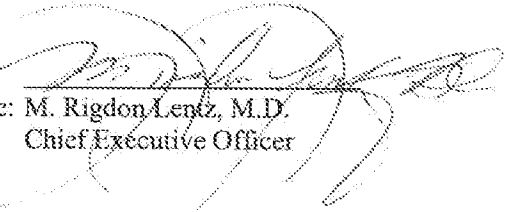
By: 
Name: M. Rigdon Lenz, M.D.
Its: Chief Executive Officer

Exhibit A

Patents

Overview over Biopheresis Cases Outside US Status March 5 2013

1. LEN 101 family

Priority date: May 22, 1998

Filing date: May 21, 1999

Expiry of any patent: May 21, 2019

Country	Official Number	IB reference	Status	Summary of Subject-Matter
AU	AU 767564	B65748PCA U	Granted	Method of and device for inducing an immune response by removing only compounds from blood or plasma with a molecular weight of less than 120,000 Da
CA	CA 2,333,323	B65748PCA	Granted	Device and kit for inducing an immune response by removing only compounds from blood or plasma with a molecular weight of less than 120,000 Da as well as use thereof
EP	EP99928331.0-2107 EP 1 079 875 B2	B65748PCEP (with corresponding validations in EP countries) B65748PCEPEIN (opposition case)	Granted, validated in various EP countries Patent opposed by Therapheresis Patent nearly completely upheld in first instance proceedings Opponent has withdrawn his appeal	Method of and device for inducing an immune response by removing only compounds from blood or plasma with a molecular weight of less than 120,000 Da
	EP06076477.6-2107	B65748PCEPTI	application lapsed as we refrained from participating in	Method of and device for increasing an immune response containing molecules capable of binding to

PATENT

REEL: 031754 FRAME: 0417

Description of Patents, Page 1

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Country	Official Number	IB reference	Status	Summary of Subject-Matter
	EP 1 731 162 A		the oral proceedings taking place on January 13, 2011, closure of proceedings on April 27, 2011	soluble cytokine receptors
JP	JP 3694757	B65748PCJP	Granted	Device and kit for inducing an immune response by removing only compounds from blood or plasma with a molecular weight of less than 120,000 Da,
	JP 2004-148356	B65748PCJPT1	Divisional of JP 3694757; irrevocable lapse by not filing a Notice of Appeal in response to an Office Action on February 7, 2010	System for inducing a tumor specific immune response by removing sTNF-R1 and sTNFR2
	JP 2009-174832	B65748PCJPT2	Divisional of JP 2004-148356, in examination proceedings, on January 12, 2012, Japanese colleagues filed a response to the last Office Action	System and device for inducing an immune response by removing only compounds from blood or plasma with a molecular weight of less than 120,000 Da and uses thereof

2. LEN 102 family

Priority date: November 10, 1999

Filing date: November 10, 2000

Expiry date of any patent: November 10, 2020

Country	Official number	IB reference	Status	Summary of Subject-Matter
AU	AU 783238	B65718PCA U	Granted	Method for inducing an immune response by administering to a patient a molecule binding to one of soluble GM-CSF-R, EPO-R, TPO-R, G-CSF-R, M-CSF-R, SCF-R, TNF-R, IL-1R, IL-2R, IL-6R, IFN-gammaR. Composition and system comprising these molecules an immune response comprising these molecules
CA	CA 2,390,095	B65718PCCA	Granted	System for inducing an immune response and column containing molecules binding to sTNF-R1 and sTNF-R2 as well as uses thereof
EP	EP00992499.4-2401 EP 1 227 843 B1	B65718PCEP	Granted	Device for increasing an immune response containing antibodies binding to soluble TNF receptor 1 and soluble TNF receptor 2
	EP 09005155.8-1222	B65718PCEPT1	On May 8, 2012, a response to the Communication from the EPO of April 13, 2012 was filed	An extracorporeal device having immobilized therein a molecule which binds to soluble TNF receptor 1 and a molecule which binds to soluble TNF receptor 2
JP	JP 3852755	B65718PCJP	Granted	Composition for inducing an immune response comprising antibodies to sTNF-R (not specified) and IL-2
	JP 2006-178446	B65718PCJPT1	Abandoned due to not filing a response to the Office Action of December 20, 2010	Method for inducing an immune response using molecule binding to one of soluble GM-CSF-R, EPO-R, TPO-R, G-CSF-R, M-CSF-R, and SCF-R

PATENT

REEL: 031754 FRAME: 0419

3. LEN 103 family

Priority date: April 30, 2004

Filing date: April 29, 2005

Expiry of any patent: April 29, 2025

General remark: In the LEN 103 patent family, a strategic decision is required whether the claims as granted in individual countries are acceptable. Furthermore, a strategy is needed how to continue with this family.

Country	Official number	IB reference	Status	Summary of Subject-Matter
AU	AU 2005240082	B65741PCAU	Granted	Method for inducing an immune response by using antibodies against or molecules binding to sTNFR1, sTNFR2 and sIL-2R, plasma levels are returned towards normal, 12 procedures in a cycle, an amount of plasma roughly equivalent to one extracellular water volume is treated per procedure Device and composition for inducing an immune response containing specific numbers for binding capacities
	AU 2009227872	B65741PCAUT1	Granted	set of claims correlating with the corresponding divisional application filed in Europe; A sterile device for removal of sTNFR-1, sTNFR-2 and sIL-2R from blood or plasma
CA	CA 2,565,215	B65741PCCA	in examination proceedings, on January 17, 2012, the CA colleagues filed a response to the outstanding Office Action issued of July 20, 2011	A sterile device comprising means for separating the blood into plasma or ultrafiltrate; a matrix comprised in a column or filter, wherein antibodies specific for sTNFR1, sTNFR2 and sIL2R are immobilized onto said matrix; and means for recombining purified plasma with the blood cells separated in the first step.
CN	CN 200580022063	B65741PCCN	Intended to be granted, the Chinese Patent Office issued a Decision to grant a patent	Device for removing sTNFR1, sTNFR2 and sIL2R in a patient, said device comprising antibodies against sTNFR-1, sTNFR-2 and sIL-2R
EP	EP05744057.0-1222	B65741PCEP	Lapsed due to the non-filing of the	

PATENT

REEL: 031754 FRAME: 0420

Country	Official number	IB reference	Status	Summary of Subject-Matter
	EP 1 740 209 A		Grounds for Appeal due on October 5, 2008	
	EP08007944.5-1222 EP 1 949 915 A	B65741PCEPT1	Grant of Patent is intended. On July 6, 2012, the translation of the claims was filed with the EPO	A sterile device for removal of sTNFR1, sTNFR2, sIL2R from blood or plasma, said device comprising a composition comprising binding partners binding to sTNFR1, sTNFR2, and sIL2R immobilized onto a polymeric material in a column or filter
IL	IL 178845	B65741PCIL	Granted	A sterile device comprising a column filter with a matrix immobilised onto antibodies against sTNFR1, sTNFR2 and sIL2R A composition comprising antibodies against sTNFR2, sTNFR2 and sIL2R immobilized onto a matrix
	IL 201888	B65741PCILT1	Granted	Claims 12-17 as originally filed
IN	IN 6512/DELNP/2006	B65741PCIN	no appeal was filed against the Office Action of November 12, 2010, assumably, the application will lapse	Device and composition comprising anti-sTNFR1, anti-sTNFR2 and anti-sIL-2R antibodies
	IN 7374/DELNP/2009	B65741PCINT1	Filed	Claims as originally filed
JP	JP 2007-511060	B65741PCJP	On June 13, 2012, a response to the Office Action of December 16, 2011 was filed	A sterile device for treating tumors in a patient having a tumorigenic disease comprising means for separating the blood into plasma or ultrafiltrate; a matrix comprised in a column or filter, wherein antibodies specific for sTNFR1, sTNFR2 and sIL2R, wherein the column or filter separate sTNFR1, sTNFR2 and sIL2R from the blood of said patient; and means for recombining purified plasma with the blood cells separated in the first step; wherein the patient undergoes three or more treatments per week.
RU	RU 2006142328	B65741PCRU	Granted	Method for inducing an immune response by using antibodies against or molecules binding to sTNFR1, sTNFR2 and sIL-2R, plasma levels are returned below

PATENT

REEL: 031754 FRAME: 0421

Country	Official number	IP reference	Status	Summary of Subject-Matter
				normal, 12 procedures in a cycle, an amount of plasma roughly equivalent to one extracellular water volume is treated per procedure

4. New family

Priority date: June 2, 2011

Filing date: June 1, 2012

Expiry of any patent: June 1, 2032

General remark: In this patent family, a strategic decision is required in which jurisdictions the PCT application should be nationalized/regionalized.

WO	PCT/EP2012/002340	B67544PC	Filed	A device having molecules binding to soluble tumor necrosis factor receptor 2 (sTNFR2, TNFRSF1B) immobilized on a solid support, wherein no molecules binding to soluble tumor necrosis factor receptor 1 (sTNFR1) are immobilized.
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5. New patent

Priority date: December 11, 2012

Filing date: December 11, 2012

Expiry of any patent: December 11, 2032

General remark: Very important new patent application claiming that a combination of chemotherapy and oncosorb treatment gives better response, or that oncosorb treatment allows to reduce the concentration of chemotherapy

WO	EP 12196527.1	B68221EP	Filed	Sensitization of Cancer Cells by the Removal of Soluble Tumor Necrosis Factor Receptors
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PATENT

REEL: 031754 FRAME: 0423

104BPH0801 FLZ/IRK
July 10, 2012

Overview over BioPheresis US Cases
Status July 10, 2012

Official Number	Catchword	IB reference	Expiry date	Status	Summary of subject matter and remarks	Suggested Action
US 6,620,382	LEN101	B65748US	May 22, 2018	Granted	Method for inducing an immune response by removing the components with a molecular weight of 120,000 Da or less	No action required
US 6,231,536	LEN101CIP	B65748US1	May 22, 2018	Granted	Does most likely not cover BioPheresis actual technology Method for inducing an immune response by removing soluble cytokine receptors selected from the group consisting of sTNF-R1, sTNF-R2, sIL-2R, sIL-1R, sIL-6R and soluble IFN-gammaR Claim language strange, covers most likely BioPheresis actual technology	No action required

PATENT

REEL: 031754 FRAME: 0424

USSH 09/699,003 US 7,854,717	LEN101CIP- CON	B65748US2	May 22, 2018	Granted	Method for inducing an immune response by selectively removing soluble cytokine receptors selected from the group consisting of sTNF-R1, sTNF-R2, sIL-2R, sIL-1R, sIL-6R and soluble IFN-gammaR Better claim language, covers most likely BioPheresis actual technology	No action required, until December 21, 2012, a broadening issue application can be filed if you determine that this invention was inadvertently claimed to narrowly
USSH 09/709,045 US 8,197,430	LEN102	B65748US3 = B65718PCUS	May 22, 2018	Granted	Method of enhancing an immune response by removing soluble cytokine receptors by using antibodies or cytokines	No action required
USSH 11/153,524	LEN102CON	B65748US4	May 22, 2018	Abandoned		No action required
USSH 11/929,340 8,133,490	LEN102CON(2)	B65748US5	May 22, 2018	Granted	Method of inducing an immune response by removing sTNFR1 and sTNFR2 until transformed, infected or diseased tissue is reduced in amount	No action required

PATENT

REEL: 031754 FRAME: 0425

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US 11/929,540	LEN103CON	B65748US6 = B65741 USCON	April 29, 2025	Abandoned	Method of inducing an immune response by removing sTNFR1, sTNFR2 and sIL-2R, method includes a cycle of at least twelve procedures, an amount of plasma roughly equivalent to one extracellular water volume is treated per procedure	No action required
US 12/685,307		B65748US7	May 22, 2018	Pending, Non-Final Office Action was issued by the USPTO on March 21, 2012	Broad claims claiming removed of components with a molecular weight of 120,000 Da or less	Response due to the Office Action, next due date is July 21, 2012 with monthly extensions available until September 21, 2012
US 12/854,385		B65748US8	April 29, 2025	Abandoned, the subject-matter is further pursued in the continuation application	Method of inducing an immune response by removing sTNFR1, sTNFR2 and sIL-2R, method includes a cycle of at least twelve procedures, an amount of plasma roughly equivalent to one extracellular water volume is treated per procedure	No action required
US 13/477,805		B65748US9	April 29, 2025	filed	Method of inducing an immune response by removing sTNFR1, sTNFR2 and sIL-2R, method includes a cycle of at least twelve procedures,	Fees are to be paid

PATENT

REEL: 031754 FRAME: 0426

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US 11/119,214	LEN103	B65741US	April 29, 2025	Abandoned	an amount of plasma roughly equivalent to one extracellular water volume is treated per procedure	
61/492,200		B67544USPROV	June 2, 2012	Expired	A device having molecules binding to soluble tumor necrosis factor receptor 2 (sTNFR2, TNFRSF1B) immobilized on a solid support, wherein no molecules binding to soluble tumor necrosis factor receptor 1 (sTNFR1) are immobilized.	No action required
PCT/EP2012/002340		B67544PC	June 1, 2032	Filed	A device having molecules binding to soluble tumor necrosis factor receptor 2 (sTNFR2, TNFRSF1B) immobilized on a solid support, wherein no molecules binding to soluble tumor necrosis factor receptor 1 (sTNFR1) are immobilized.	Deciding in which jurisdiction the application should be nationalized/regionalized

PATENT

REEL: 031754 FRAME: 0427

RECORDED: 12/10/2013

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