

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2673925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KENTUCKY BIOPROCESSING, LLC	01/02/2014
RECEIVING PARTY DATA	
Name:	KBP ACQUISITION, INC.
Street Address:	410 NORTH MAIN STREET
Internal Address:	C/O REYNOLDS AMERICAN INC.
City:	WINSTON-SALEM
State/Country:	NORTH CAROLINA
Postal Code:	27101
PROPERTY NUMBERS Total: 17	
Property Type	Number
Application Number:	61885492
Patent Number:	7939318
Patent Number:	6617435
Patent Number:	7297478
Patent Number:	7413889
Patent Number:	7270825
Patent Number:	7084256
Patent Number:	7132588
Patent Number:	6656726
Patent Number:	6906172
Patent Number:	7048211
Patent Number:	7034128
Patent Number:	6740740
Patent Number:	5811653

Patent Number:	5889191
Patent Number:	6033895
Patent Number:	6037456

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Phone: 212-326-3939
Email: NYTEF@JONESDAY.COM
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: NANCY L. HOFFMAN
Address Line 1: JONES DAY
Address Line 2: 222 EAST 41ST STREET
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	559037-610019
NAME OF SUBMITTER:	NANCY L. HOFFMAN
Signature:	/NANCY L. HOFFMAN/
Date:	01/09/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5
source=KBP Patent Assignment#page1.tif
source=KBP Patent Assignment#page2.tif
source=KBP Patent Assignment#page3.tif
source=KBP Patent Assignment#page4.tif
source=KBP Patent Assignment#page5.tif

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement"), dated January 2, 2014, is entered into by and between KBP Acquisition, Inc., a North Carolina corporation ("Purchaser"), and Kentucky BioProcessing, LLC, a Kentucky limited liability company ("Seller").

RECITALS:

A. Pursuant to the Asset Purchase Agreement, dated as of December 10, 2013 (the "APA"), by and between Purchaser and Seller, and joined for limited purposes by Reynolds American Inc., a North Carolina corporation, and Owensboro Health, Inc., a Kentucky nonprofit corporation, and subject to the terms and conditions set forth therein, Seller has agreed, among other things, to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser agreed to assume from Seller all of Seller's right, title and interest in, to and under the Seller Intellectual Property, as more fully described in the APA.

B. The Seller Intellectual Property includes all right, title and interest of Seller in, to and under the patents and patent applications set forth on Schedule A hereto, including all reissues, divisions, re-examinations, continuations, continuations-in-part and extensions of any patent or patent application and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, misappropriation or other violation of any of the foregoing (the "Transferred Patents").

C. Seller and Purchaser have entered into this Assignment Agreement as evidence of such sale, transfer, assignment, conveyance and delivery to Purchaser of the Transferred Patents and for the purpose of recording the sale, transfer, assignment, conveyance and delivery to Purchaser of Transferred Patents with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Defined Terms. All capitalized terms used herein will have the respective meanings given to such terms in the APA, unless otherwise expressly defined herein.

2. Assignment. Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser all of Seller's right, title and interest in, to and under all of the Transferred Patents.

3. Binding Effect. This Assignment Agreement and all of the provisions hereof will be binding upon Purchaser and its successors and permitted assigns and will inure to the benefit of Seller and its successors and permitted assigns.

4. Further Assurances. Seller agrees to execute such further documentation and perform such further actions requested by Purchaser, including without limitation,

any actions or documents required by the United States Patent and Trademark Office or applicable foreign trademark offices, to document, record, or perfect the assignment herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Transferred Patents in Purchaser.

5. APA. This Assignment Agreement is executed and delivered in connection with the APA, and is subject to every agreement, representation, warranty, indemnity, covenant and provision contained in the APA. In the event of any ambiguity, conflict or inconsistency between the terms of this Assignment Agreement and the terms of the APA, the terms of the APA will govern and control. The parties hereto acknowledge and agree that all agreements, representations, warranties, indemnities, covenants and provisions contained in the APA are not superseded hereby but will remain in full force and effect to the extent provided therein. This Assignment Agreement is not intended to, and does not, create any more expansive obligations of the parties hereto than those contemplated by the APA.

6. Governing Law. This Assignment Agreement and the legal relations among the signatories hereto will be governed by and construed in accordance with the substantive Laws of the State of North Carolina, without giving effect to the principles of conflict of laws thereof.

7. Titles and Headings. Titles and headings to sections herein are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same agreement. This Assignment Agreement will become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

KBP ACQUISITION, INC.



Name: McDara P. Folan, III
Title: President and Secretary

KENTUCKY BIOPROCESSING, LLC

Name:
Title:

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

KBP ACQUISITION, INC.

Name:

Title:

KENTUCKY BIOPROCESSING, LLC

Name:

John H. Barth
Title: *Vice President, Secretary and Treasurer*

Schedule A

Country	Patent/Application #	Issue Date / Application Date	Owner
U.S.	61/885,492	10/1/2013	Kentucky Bioprocessing, LLC
U.S.	7,939,318	5/10/2011	Kentucky Bioprocessing, LLC
U.S.	6,617,435	9/9/2003	Kentucky Bioprocessing, LLC
U.S.	7,297,478	11/20/2007	Kentucky Bioprocessing, LLC
U.S.	7,413,889	8/19/2008	Kentucky Bioprocessing, LLC
U.S.	7,270,825	9/18/2007	Kentucky Bioprocessing, LLC
U.S.	7,084,256	8/1/2006	Kentucky Bioprocessing, LLC
U.S.	7,132,588	11/7/2006	Kentucky Bioprocessing, LLC
U.S.	6,656,726	12/2/2003	Kentucky Bioprocessing, LLC
U.S.	6,906,172	6/14/2005	Kentucky Bioprocessing, LLC
U.S.	7,048,211	5/23/2006	Kentucky Bioprocessing, LLC
U.S.	7,034,128	4/25/2006	Kentucky Bioprocessing, LLC
U.S.	6,740,740	5/25/2004	Kentucky Bioprocessing, LLC
U.S.	5,811,653	9/22/1998	Kentucky Bioprocessing, LLC
U.S.	5,889,191	3/30/1999	Kentucky Bioprocessing, LLC
U.S.	6,033,895	3/7/2000	Kentucky Bioprocessing, LLC
U.S.	6,037,456	3/14/2000	Kentucky Bioprocessing, LLC
Canada	Appln # 2,373,026	5/3/2011	Kentucky Bioprocessing, LLC
Germany	Appln # DE60042922.9	9/9/2009	Kentucky Bioprocessing, LLC
Great Britain	Pat. # GB1181372	9/9/2009	Kentucky Bioprocessing, LLC
Japan	Pat. # 4750285	5/27/2011	Kentucky Bioprocessing, LLC
So. Africa	Pat. # 2002/6803	11/26/2003	Kentucky Bioprocessing, LLC
So. Africa	Pat. # 93/09798	4/26/1995	Kentucky Bioprocessing, LLC
So. Africa	Pat. # 2001/08528	12/24/2002	Kentucky Bioprocessing, LLC
Spain	Pat. #1181372	9/9/2009	Kentucky Bioprocessing, LLC

NYI-4562785v1