### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2884538

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	10/21/2011

### **CONVEYING PARTY DATA**

Name	Execution Date
IB SECURITY HOLDERS, LLC	06/20/2011

### **NEWLY MERGED ENTITY DATA**

Name	Execution Date
KINETA TWO, LLC	06/20/2011

### MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	KINETA TWO, LLC	
Street Address:	219 TERRY AVENUE NORTH	
Internal Address:	SUITE 300	
City:	SEATTLE	
State/Country:	WASHINGTON	
Postal Code:	98109	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7732177

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: Dana@leehayes.com
Correspondent Name: LEE & HAYES PLLC

Address Line 1: 601 W. RIVERSIDE AVENUE

Address Line 2: SUITE 1400

Address Line 4: SPOKANE, WASHINGTON 99201

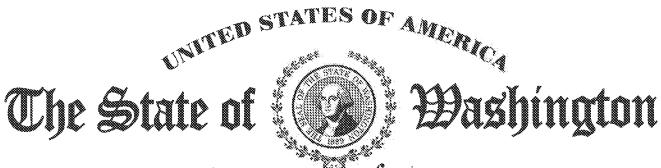
ATTORNEY DOCKET NUMBER:	KIN2-0010US
NAME OF SUBMITTER:	DANA L. CALHOUN
SIGNATURE:	/Dana L. Calhoun/
DATE SIGNED:	06/04/2014

**Total Attachments: 7** 

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# Secretary of State

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

KINETA TWO, LLC

as filed in this office on June 20, 2011.

Date: October 21, 2011



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

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### FILED SECRETARY OF STATE

JUN 20 2011
STATE OF WASHINGTON

# ARTICLES OF MERGER OF IB SECURITYHOLDERS, LLC WITH AND INTO KINETA TWO, LLC

Pursuant to RCW 25.15.405, the undersigned limited liability company hereby submits the following Articles of Merger for filing with the Washington Secretary of State, for the purpose of merging IB Securityholders, LLC, a Washington limited liability company (the "Disappearing Corporation"), with and into Kineta Two, LLC, a limited liability company (the "Surviving Corporation").

- 1. The Agreement and Plan of Merger (the "Merger Agreement") providing for the merger of the Disappearing Corporation with and into the Surviving Corporation is attached hereto as Exhibit A.
- 2. The Merger Agreement was duly approved by the managers of each of the Disappearing Corporation and the Surviving Corporation.
- 3. The Merger Agreement was duly approved by the sole member of the Disappearing Corporation pursuant to RCW 25.15.400.
- 4. The Merger Agreement was not required to be approved by the members of the Surviving Corporation pursuant to RCW 25.15.400.
- 5. The Surviving Corporation will continue in existence as the surviving corporation under its present name pursuant to the provisions of the Merger Agreement.
- 6. The merger of the Disappearing Corporation with and into Surviving Corporation shall be effective upon filing of these Articles of Merger with the Secretary of State of the State of Washington.

[Signature page follows.]

2545191 v2/ST

DATED this 20th day of June, 2011.

KINETA TWO, LLC

Charles Magness, Pl

Manager

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## EXHIBIT A

Agreement and Plan of Merger

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PATENT REEL: 033030 FRAME: 0360

### AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into this 20" day of June, 2011, by and between Kineta Two, LLC, a Washington limited liability company (the "Surviving Entity"), and IB Securityholders, LLC, a Washington limited liability company and wholly owned subsidiary of the Surviving Entity (the "Disappearing Entity").

#### RECITALS

- A. In accordance with the terms set forth herein, the Disappearing Entity shall merge with and into the Surviving Entity (the "Merger"), following which the Surviving Entity shall continue as the surviving company upon the terms and subject to the conditions set forth in this Agreement and in accordance with Chapter 25.15 of the Washington Limited Liability Act ("Washington Law").
- B. The respective managers of the Surviving Entity and the Disappearing Entity have carefully considered the terms of this Agreement and have determined that this Agreement and the terms and conditions of the transactions contemplated hereby, including the Merger, are advisable, fair and in the best interests of their respective companies and members. The transactions contemplated hereby have been approved by the sole member of the Disappearing Entity, in accordance with the Disappearing Entity's operating agreement and Washington Law.

### RECITALS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Surviving Entity and the Disappearing Entity agree as follows:

- 1. Merger, Surviving Entity. Subject to the other terms and conditions of this Agreement, and in accordance with Washington Law, on the Effective Date of the Merger (as defined below), the Disappearing Entity will merge with and into the Surviving Entity. As a result of the Merger, the separate existence of the Disappearing Entity shall cease and the Surviving Entity shall continue as the surviving company after the Merger.
- 2. <u>Consummation of the Merger: Effective Date</u>. As soon as practicable following the date hereof but in no event later than June 30, 2011, a closing (the "<u>Closing</u>") will be held at the offices of the Surviving Entity in Seattle, Washington, or such other place as the parties may agree (the "<u>Effective Date</u>"). On the Effective Date, the Surviving Entity and the Disappearing Entity shall cause the Merger to be consummated by filing the articles of merger, in substantially the form attached hereto as <u>Exhibit A</u>, with the Secretary of State of the State of Washington.
- 3. Effect of the Merger. On the Effective Date, the effect of the Merger shall be as provided in this Agreement and as provided by the applicable provisions of Washington Law. Without limiting the generality of the foregoing, and subject thereto, upon the consummation of the Merger, (i) all the property, rights, privileges, powers and franchises of the Surviving Entity and the Disappearing Entity shall remain vested in the Surviving Entity, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of those companies shall continue to be the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Entity, and (ii) the Operating Agreement of the Disappearing Entity shall be terminated and be of no further force and effect, and the Operating Agreement of the Surviving Entity, as such agreement is in force as of the Effective Date, shall govern.

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- 4. <u>Manager</u>. The manager of the Surviving Entity as of the Effective Date shall be the manager of the Surviving Entity following consummation of the Merger, until his successor or successors are duly elected and qualified or until his earlier resignation or removal.
- 5. Notices. All notices, requests, payments, instructions, or other documents to be given hereunder will be in writing or by written telecommunication, and will be deemed to have been duly given if (i) delivered personally (effective upon delivery), or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid (effective five (5) business days after dispatch), in each case addressed per the contact information set forth on the signature pages hereto.
- Miscellaneous. This Agreement may be executed by the parties in separate counterparts, 6. each of which when so executed and delivered will be an original, but all of which together will constitute one and the same agreement. In pleading or proving this Agreement, it will not be necessary to produce or account for more than one such counterpart. No waiver of any breach or default hereunder will be valid unless in a writing signed by the waiving party. No failure or other delay by any party exercising any right, power, or privilege hereunder will be or operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. This Agreement, together with the exhibits and schedules hereto and the other agreements, instruments, certificates, and other documents referred to herein as having been or to be executed and delivered in connection with the transactions contemplated hereby, contains the entire understanding and agreement among the parties, and supersedes any prior understandings or agreements among them, or between or among any of them, with respect to the subject matter hereof. This Agreement will be governed by and interpreted and construed in accordance with the internal laws of State of Washington, as applied to contracts under seal made, and entirely to be performed, within the State of Washington, and without reference to principles of conflicts or choice of laws. This Agreement may not be amended, modified, changed, waived or supplemented except by a writing duly executed by the Surviving Entity and Disappearing Entity (if prior to the Effective Date).

[signature page follows]

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IN WITNESS WHEREOF, this Agreement and Plan of Merger has been adopted by the undersigned entities as of this 10° day of June, 2011.

### **DISAPPEARING ENTITY:**

IB SECURITYHOLDERS, LLC, a Washington limited liability company

Cherles Magness, Ph.D./Manager

307 Westlake Avenue No. Seattle, WA 98109 (206) 378-0400

### **SURVIVING ENTITY:**

KINETA TWO, LLC, a Washington limited liability company

Charles Magness, Ph.D., Manager

307 Westlake Avenue No. Seattle, WA 98109 (206) 378-0400

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