

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2970365

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | | |
| CONVEYING PARTY DATA | | | |
| | Name | Execution Date | |
| | LUIS BRANCO | 05/02/2005 | |
| | DARRYL B. SAMPEY | 10/30/2008 | |
| RECEIVING PARTY DATA | | | |
| Name: | BIOFACTURA, INC. | | |
| Street Address: | 4539 METROPOLITAN COURT | | |
| Internal Address: | SUITE 236 | | |
| City: | FREDERICK | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21704 | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | |
| | Patent Number: | 8076102 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)467-6910 | | |
| <i>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.</i> | | | |
| Phone: | (202) 467-6900 | | |
| Email: | ipdocketing@wcsr.com | | |
| Correspondent Name: | WOMBLE CARLYLE SANDRIDGE & RICE LLP | | |
| Address Line 1: | 1200 NINETEENTH STREET | | |
| Address Line 2: | SUITE 500 | | |
| Address Line 4: | WASHINGTON, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | B236 1010US.PCT | | |
| NAME OF SUBMITTER: | JOHN B. FORREST IV | | |
| SIGNATURE: | /JOHN B. FORREST IV/ | | |
| DATE SIGNED: | 08/06/2014 | | |
| Total Attachments: 9 | | | |
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WHEREAS, the undersigned:

Luis Branco, a citizen of Portugal, residing at
1823 Pine Street, New Orleans, LA 70118, and

Darryl Sampey, a citizen of United States of America, residing at 171 South Columbus
Avenue, Littlestown, PA 17340,

(hereinafter collectively referred to as "**Assignors**") have invented certain inventions and improvements disclosed in a non-provisional application for Letters Patent entitled **COMPOSITIONS AND METHODS FOR METABOLIC SELECTION OF TRANSFECTED CELLS**, which application was filed in the United States Patent and Trademark Office on **November 16, 2007** under application Serial No. **11/914,725**;

WHEREAS, it is agreed that **BioFactura, Inc.**, a corporation of the State of Delaware, USA, having its principal place of business at 9700 Great Seneca Highway, Rockville, Maryland 20850, is entitled to or is desirous of acquiring all right, title and interest related to the same;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignors** by these presents, do sell, assign and transfer unto **BioFactura, Inc.** the full, exclusive and entire right, title and interest: (i) in and to all inventions and improvements disclosed and described in said application, (ii) in and to said application, (iii) in and to all divisional, continuation, and continuation-in-part applications describing in whole or in part the said inventions and improvements, preparatory to obtaining Patents of the United States therefore, (iv) in and to all patents of the United States which may be granted on the foregoing and all reissues and extensions thereof, (v) in and to any provisional patent applications filed in the United States describing in whole or in part the said inventions and improvements, from which priority has been or may be claimed under Title 35 of the United States Code, and (vi) in and to the right to claim any applicable foreign and domestic priority rights arising from any of the afore-mentioned patent applications; and Assignors do hereby request the Commissioner of Patents to issue any and all Patents of the United States resulting from said application, or from a division, continuation, continuation-in-part, or reissue thereof, to **BioFactura, Inc.** as Assignee, for its interest and for the sole use and behalf of **BioFactura, Inc.** and its assigns and legal representatives;

For the same consideration, Assignors, by these presents do sell, assign and transfer to **BioFactura, Inc.** the full, exclusive and entire right, title and interest: in and to any and all applications for industrial property protection, including without limitation, all applications for patents, utility models, inventors' certificates and designs, (the "Foreign Applications") filed or which are hereafter filed in countries foreign to the United States and describing in whole or in part the said inventions and improvements, in and to any Patents and similar protective rights granted on said Foreign Applications, and in and to the right to file such applications and the right to claim any applicable priority rights arising from or required for said Foreign Applications under the terms of any applicable conventions, treaties, statutes, or regulations; said Foreign Applications to be filed and issued in the name of **BioFactura, Inc.** or its respective designees, insofar as permitted by applicable law;

AND, for the same consideration, Assignors agree to communicate to the said **BioFactura, Inc.** its successors, legal representatives and assigns, any facts known to Assignors respecting said invention, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **BioFactura, Inc.** its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

Date

Luis Branco

Witness: _____

Printed Name: _____

30 OCT 08
Date

Witness: [Signature]

Printed Name: 10/20/2008

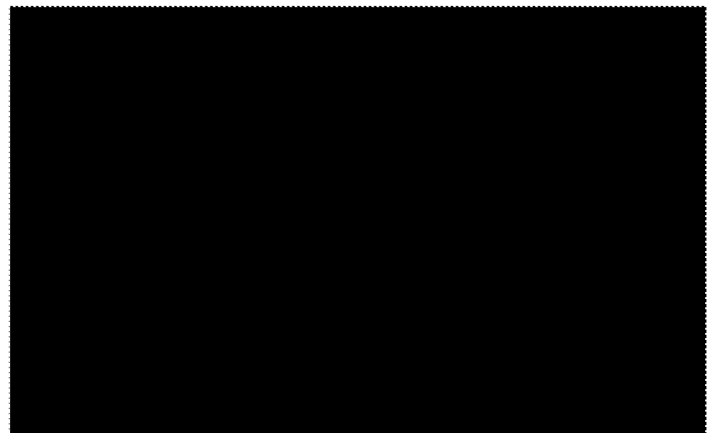
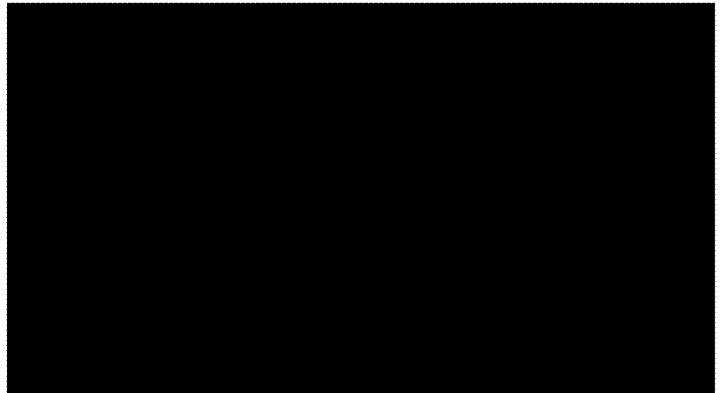
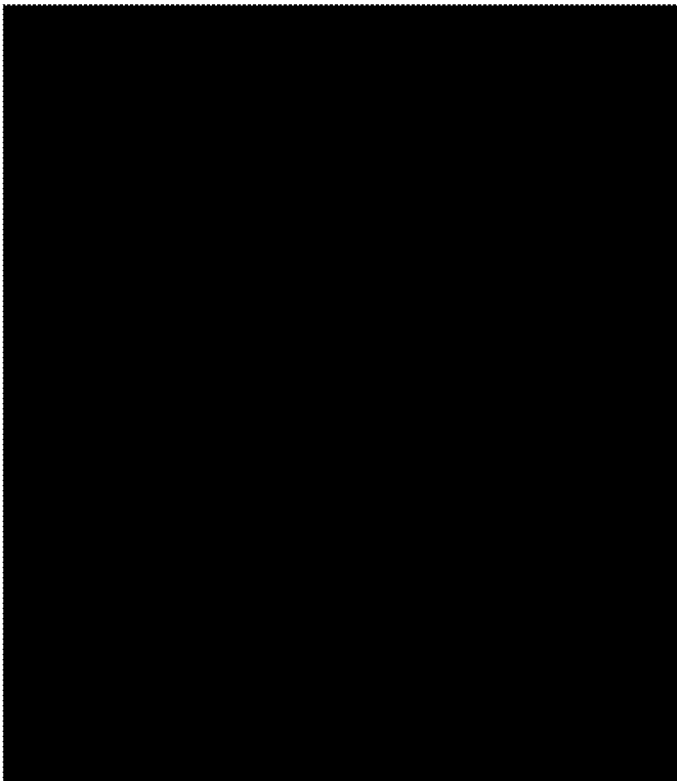
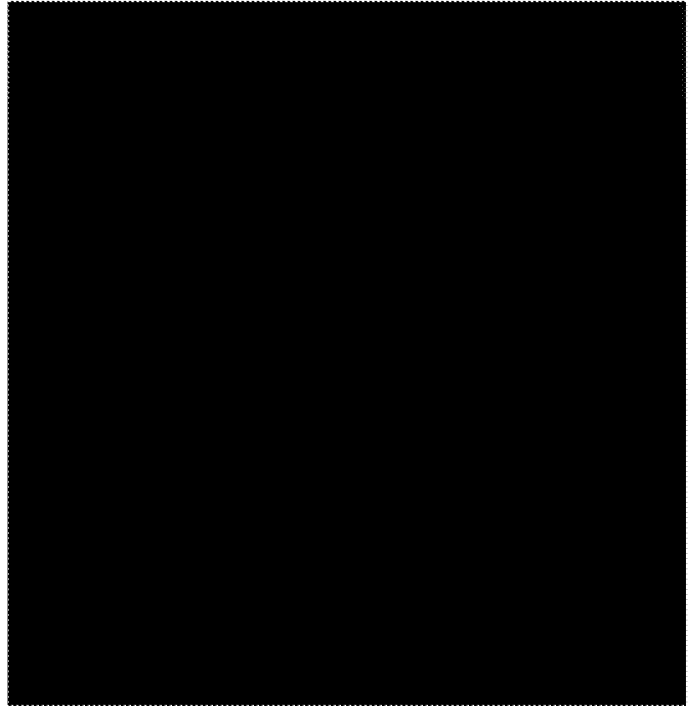
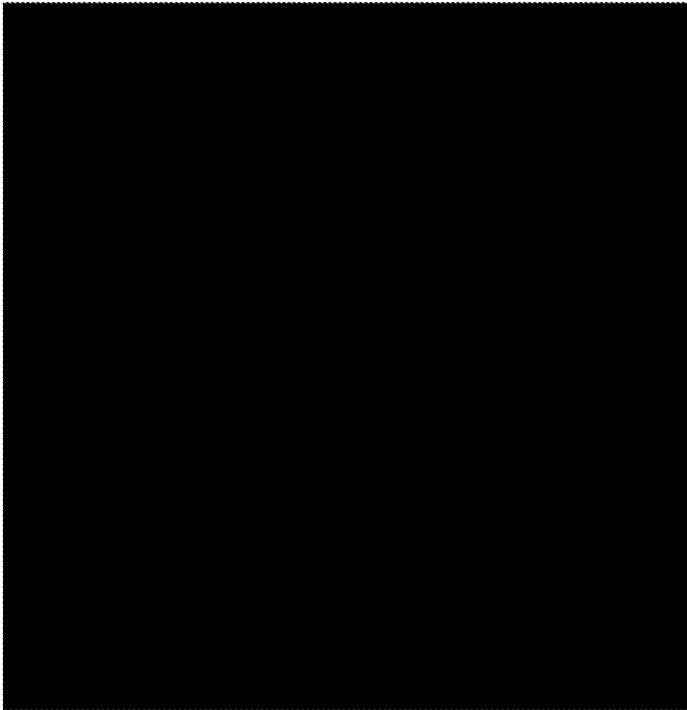
[Signature]
Darryl B. Sampey

BioFACTURA, INC.

EMPLOYEE PROPRIETARY INFORMATION, INVENTIONS, NON-COMPETITION
AND NON-SOLICITATION AGREEMENT

In consideration of my employment or continued employment by BioFactura, Inc. (the "Company") and the compensation now and hereafter paid to me, I hereby enter into this Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement (the "Agreement") and agree as follows:

I. NONDISCLOSURE.



I.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term "Proprietary Rights" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit A* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit A* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit A* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 Assignment of Inventions. Subject to Subsections 2.4 and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and

all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."

2.4 Unassigned or Nonassignable Inventions. I recognize that this Agreement will not be deemed to require assignment of any Invention that I developed entirely on my own time without using the Company's equipment, supplies, facilities, trade secrets; or Proprietary Information, except for those Inventions that either (i) relate to the Company's actual or anticipated business, research or development, or (ii) result from or are connected with work performed by me for the Company. In addition, this Agreement does not apply to any Invention which qualifies fully for protection from assignment to the Company under any specifically applicable state law, regulation, rule, or public policy ("Specific Inventions Law").

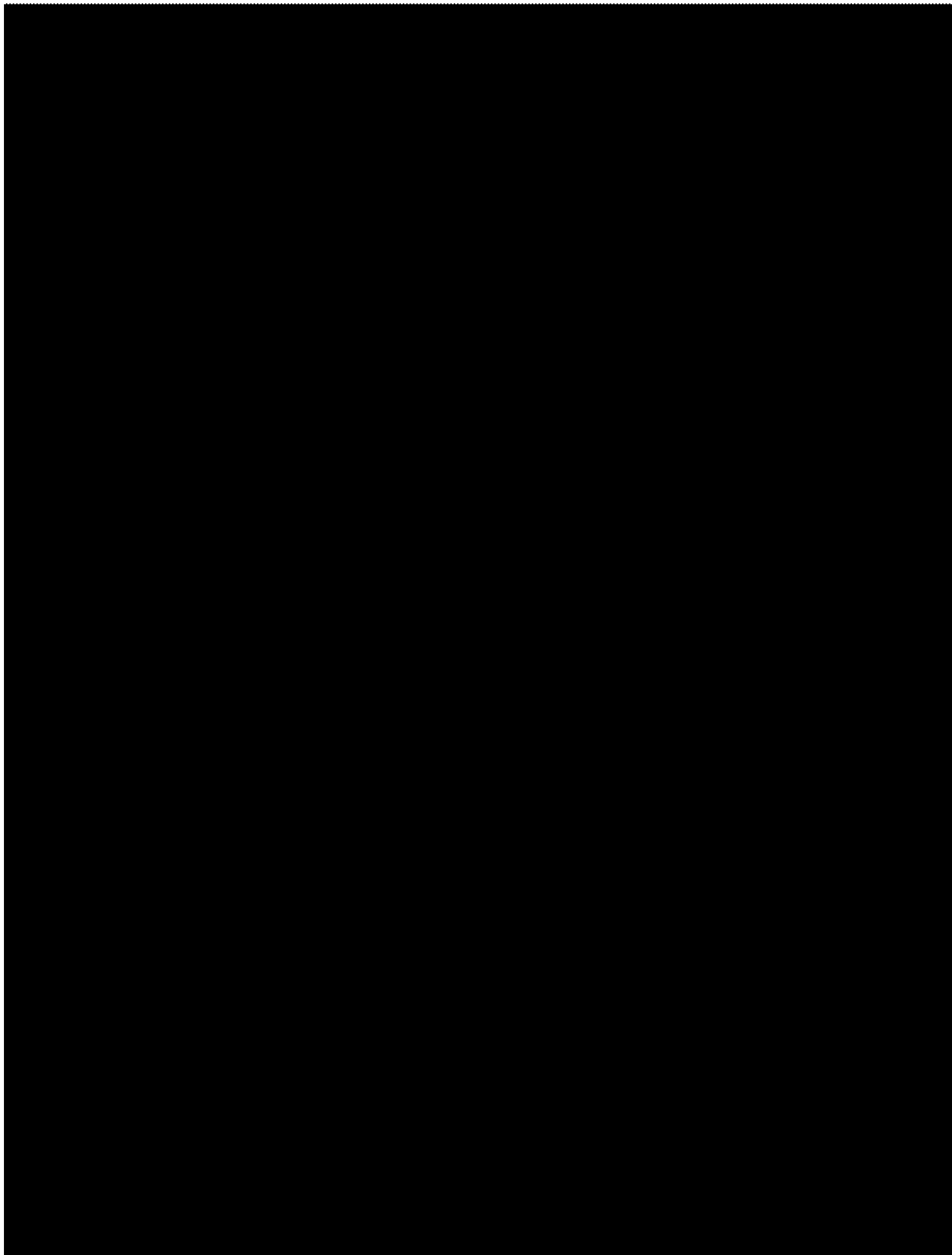
2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under the provisions of a Specific Inventions Law; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under a Specific Inventions Law. I will preserve the confidentiality of any Invention that does not fully qualify for protection under a Specific Inventions Law.

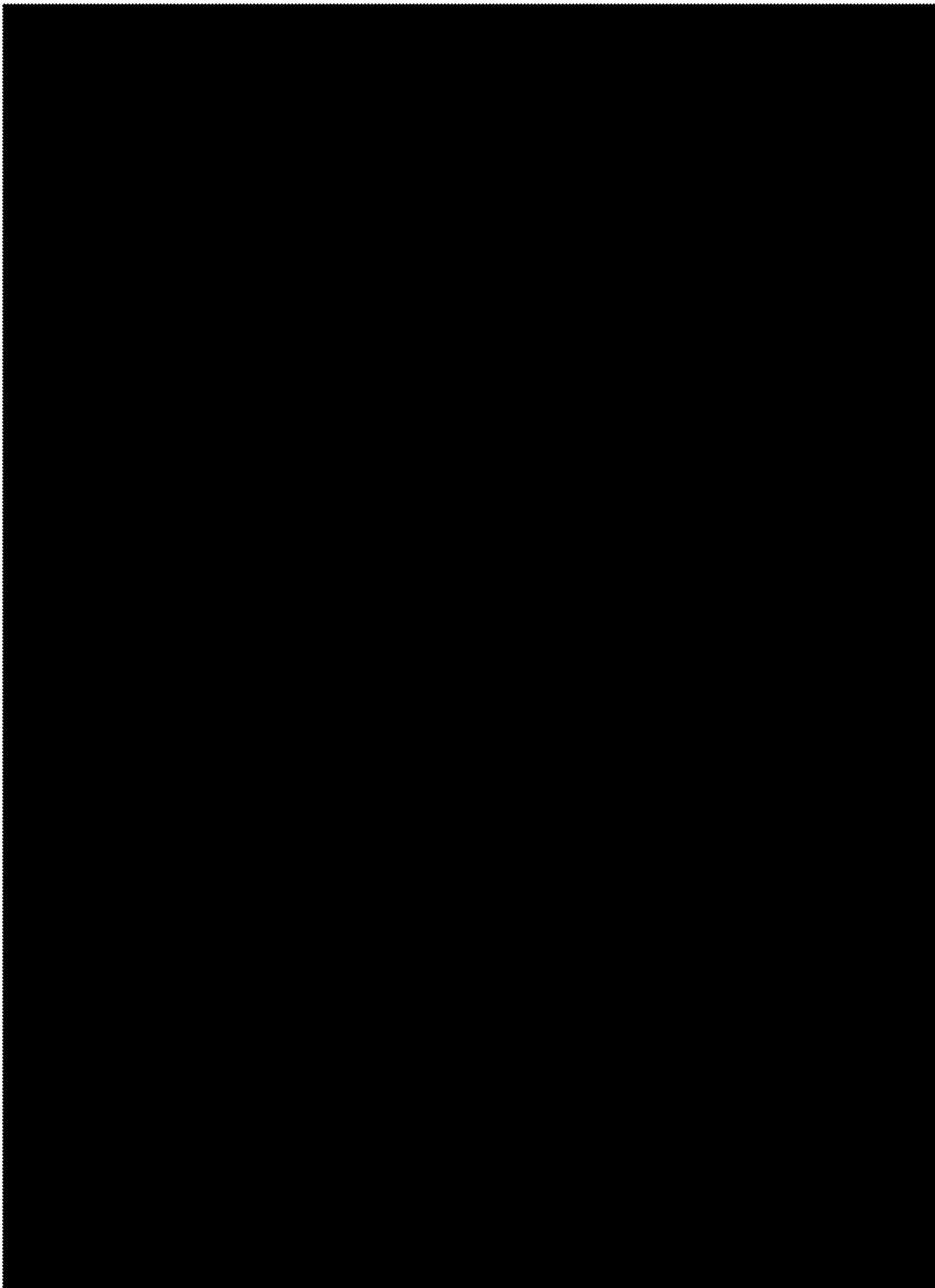
2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.





I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Dated: 02 May, 2005

(Signature)

Luis Manuel Chaver Branca
(Printed Name)

ACCEPTED AND AGREED TO:

BIOFACTURA, INC.

By: _____

Name: Alex De Saena

Title: President

15200 Shady Grove Rd. #750
(Address)

Rockville, MD, 20850

Dated: May 2, 2005

EXHIBIT A

PREVIOUS INVENTIONS

TO: BioFactura, Inc.
FROM: Luis M. C. Becerra
DATE: 02 May 2005
SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by BioFactura, Inc. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

- ☒ No inventions or improvements.
☐ See below:

.....
.....
.....

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

| | Invention or Improvement | Party(ies) | Relationship |
|----|--------------------------|------------|--------------|
| 1. | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> |
| 2. | | | |
| 3. | | | |

☐ Additional sheets attached.

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A-1.

RECORDED: 08/06/2014

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