

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MAT MALTA ADVANCED TECHNOLOGIES LIMITED	07/20/2015
RECEIVING PARTY DATA	
Name:	AGRI ADVANCED TECHNOLOGIES GMBH
Street Address:	HOGENBOGEN 1 D-49429
City:	VISBEK
State/Country:	GERMANY
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14517184
Application Number:	61891915
PCT Number:	US2014061119
CORRESPONDENCE DATA	
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SIGNATURE:	/Stephen H. Hall/
DATE SIGNED:	07/30/2015
Total Attachments: 5	
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ASSIGNMENT OF RIGHTS TO PATENT APPLICATIONS

This Assignment of Rights to Patent Applications dated July 30, 2015 (this "Assignment"), is made by MAT Malta Advanced Technologies Limited ("MAT"), having a place of business at The Mayfair Complex, St. George's Bay, St. Julians STJ3311, Malta, in favor of Agri Advanced Technologies GmbH ("Assignee"), having a place of business at Hogenbögen 1 D-49429 Visbek, Germany.

RECITALS:

WHEREAS, MAT owns certain rights, title and interest in and to the inventions and associated patent applications listed on Exhibit A hereto (the applications and inventions disclosed therein being referred to hereinafter as the "Applications") as defined by a Research and Development Agreement having an Effective Date of February 9, 2009, all amendments thereto, and the Termination Agreement having an Effective Date of November 12, 2014, all of which were between MAT, Merial Limited, and Merial LLC (collectively referred to as the "R&D Agreements"); and

WHEREAS, Merial Limited (or its assigns) also owns certain rights, title and interest in and to the Applications under the R&D Agreements;

WHEREAS, MAT desires to sell, assign, convey, and transfer its interest in the Applications to Assignee and Assignee desires to accept said interest from MAT.

AGREEMENT:

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the mutual benefits and burdens of the parties and other good and valuable consideration paid in hand to each party, the receipt and sufficiency of which are hereby acknowledged, MAT and Assignee, intending to be legally bound, agree as follows:

1. MAT agrees to sell, assign, and transfer and hereby does sell, assign and transfer unto Assignee and its successors, assigns and legal representatives, its entire right, title and interest, for all countries in and to certain patent applications and inventions relating to, claiming the benefit of or priority to the Applications as set forth in the R&D Agreements, and the invention(s) and improvement(s) set forth therein, including any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for the Applications and their equivalents in U.S. and/or foreign jurisdictions and all the rights and privileges under any and all patents that may be granted therefore in any country (including without limitation the right to sue for past and future infringements), and any reissues, or reexaminations, or extensions of patent granted from any of the above and their equivalents in any jurisdiction. MAT requests that any and all patents issuing from said Applications be issued to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. MAT and Assignee acknowledge and agree that this Assignment does not alter any of Merial Limited's (or its assignee's) rights to the Applications as set forth in the R&D Agreements.
2. MAT agrees that, when requested, it will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

3. MAT authorizes and empowers said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from it.
4. MAT hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
5. Subject to the rights to the Applications set forth in the R&D Agreements, MAT covenants with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that it has full right to convey the same as herein expressed.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized agents, have executed this Assignment, which may be executed in counterparts, as of the date first set forth above:

[[SIGNATURE PAGES FOLLOW]]

[[MAT SIGNATURE PAGE TO ASSIGNMENT OF PATENT APPLICATIONS
FROM MAT TO AGRI ADVANCED TECHNOLOGIES GMBH]]

MAT Malta Advanced Technologies Limited

By: Klaus Vahsen
(Signature)

Name: KLAUS VAHSEN
Its: DIRECTOR

Witness

Pall Arnsen
(Signature)

Name: PALL ARNSEN

[[ASSIGNEE SIGNATURE PAGE TO ASSIGNMENT OF PATENT APPLICATIONS
FROM MAT TO AGRI ADVANCED TECHNOLOGIES GMBH]]

Agri Advanced Technologies GmbH

Witness

By: *J. Hurlin*
(Signature)

 A. Hilgefort
(Signature)

Name: *Joerg Hurlin*
Its: *Managing Director*

Name: *Anne Hilgefort*

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**EXHIBIT A TO ASSIGNMENT OF PATENT APPLICATIONS
FROM MAT TO AGRI ADVANCED TECHNOLOGIES GMBH**

Title	Country	Serial No./Application No.
SELECTIVE EMBRYONIC STRUCTURE TARGETING AND SUBSTANCE DELIVERY DEVICE	UNITED STATES	14/517,184
SELECTIVE EMBRYONIC STRUCTURE TARGETING AND SUBSTANCE DELIVERY DEVICE	UNITED STATES	61/891,915
SELECTIVE EMBRYONIC STRUCTURE TARGETING AND SUBSTANCE DELIVERY DEVICE	WIPO/PCT	Serial No. PCT/US2014/061119 ; Publication No. WO 2015/058076