

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3500834

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VENDEVIA GROUP, LLC	02/26/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THOMAS ICHIM
<b>Street Address:</b>	9255 TOWNE CENTRE DR
<b>Internal Address:</b>	SUITE 450
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92121
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8263571
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	503 546 3452
<b>Email:</b>	marc@bapalaw.com
<b>Correspondent Name:</b>	MARC BAUMGARTNER
<b>Address Line 1:</b>	3439 NE SANDY BLVD
<b>Address Line 2:</b>	SUITE 285
<b>Address Line 4:</b>	PORTLAND, OREGON 97232
<b>NAME OF SUBMITTER:</b>	MARC BAUMGARTNER
<b>SIGNATURE:</b>	/Marc Baumgartner/
<b>DATE SIGNED:</b>	08/26/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 15</b>	
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## PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (hereinafter "**Agreement**") effective as of 26<sup>th</sup> February 2015 (the "**Effective Date**") is made and entered into by and between **Vendevia Group, LLC** having its principal place of business at One Turnberry Place, 19495 Biscayne Blvd. Suite #900, Aventura, FL 33180 (hereinafter "**Seller**") and Thomas Ichim Ph.D., having a principal place of business at 9255 Towne Centre Dr., Suite 450, San Diego, CA 92121 (hereinafter "**Purchaser**"). Seller and Purchaser may hereinafter be referred to collectively as the "**Parties**" and individually as a "**Party**" when convenient.

### RECITALS

**WHEREAS**, Seller is the owner, in entirety, of right, title, and interest in and to the certain invention (hereinafter "**Invention**") entitled "Gene Silencing of the Brother of the Regulator of Imprinted Sites" for which a U.S. Patent Number, 8,263,571, issued by the United States Patent and Trademark Office on September 11, 2011.

**WHEREAS** Seller desires to sell, assign, transfer and set over to Purchaser, and Purchaser shall acquire, assume, and accept said entire right, title, and interest of Seller in and to the Invention and the Patent as specified in this Agreement.

**WHEREAS**, the Parties hereby agree and are of mutual consensus that the consideration being exchanged pursuant to the terms of this Agreement is fair and equitable in value.

**WHEREAS**, the Parties now desire to enter into this Agreement.

**NOW, THEREFORE, IN** consideration of the terms and provisions contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

For the purpose of this Agreement, the following terms, whether in singular or in plural form, when used with a capital initial letter shall have the respective meanings as follows.

**1.1 "Action"** means an assertion made or a proceeding filed by a Person or one of its affiliates.

**1.2 "Affiliate"** means any company or entity that directly controls or is directly controlled by, or under common control with a Party. The term "control" shall mean the ability to possess, directly or indirectly, the power to direct or cause the direction of management of said company through ownership, voting shares (fifty percent (50%) or more), contract or otherwise.

**1.3 "Assigned Patent"** means the Invention entitled "Gene Silencing of the Brother of the Regulator of Imprinted Sites" for which a U.S. Patent Number, 8,263,571, was issued by the United States Patent and Trademark Office on September 11, 2011.

**1.4 "Person"** means any natural person, corporation, company, partnership, association, sole proprietorship, trust, joint venture, non-profit entity, institute, governmental authority, trust association or other form of entity not specifically listed herein including, without limitation, Seller or any of its affiliates, or Purchaser or any of its affiliates.

**1.5 "Qualified Shareholders"** means shareholders holding at least ten per cent (10%) of Batu Biologics, Inc. stock.

## **2. PURCHASE AND SALE OF PATENT**

**2.1 Purchase and Sale of Patent.** Effective as of the Closing Date and subject to the fulfillment of the Parties' obligations set forth in Sections 4.3 and 4.4 below, Seller hereby sells, assigns, transfers, and sets over unto Purchaser its entire right, title and interest in and to the Assigned Patent.

**2.2 Patent Assignment.** Seller shall execute a Patent Assignment Agreement ("**Patent Assignment**"), attached hereto as Exhibit A, the terms of such Patent Assignment being fully incorporated herein.

**2.3 Equitable Consideration.** Purchaser hereby agrees to pay to Seller, pursuant to the terms set forth in Section 4.4, the non-refundable sum of 1,200,000 shares of Batu Biologics, Inc. common stock. Seller understands that the shares have not been registered in accordance with the Securities Exchange Act of 1934 and may have restrictions regarding the sale and transfer of the shares. Purchaser will obtain the cooperation of the Board of Directors for Batu Biologics, Inc. to assist and facilitate in the removal of the restrictions, if any, at the earliest date allowed under the applicable laws and regulations.

The Parties hereby agree and are of mutual consensus that the above consideration being exchanged pursuant to the terms of this Agreement is fair and equitable in value.

**3. Taxes and Fees.** Seller shall pay any taxes that are legally imposed on Seller arising out of the transfer of the Inventions and Patents. Seller is not liable for any taxes, if legally imposed on Purchaser, resulting from or arising out of the transfer of the Invention and Patent. Seller is responsible for any and all fees incurred by Seller and Purchaser is responsible for any and all fees incurred by Purchaser.

## **4. CLOSING AND DELIVERY**

**4.1 Closing.** The transaction shall be consummated on 17<sup>th</sup> February 2015 (the "**Closing Date**").

**4.2** In the event that the Closing is not consummated within sixty (60) calendar days from the Effective Date, Seller shall have the right, in its sole discretion, to terminate this Agreement and including all obligations of Seller and all rights of Purchaser set forth in this Agreement and its Exhibits.

**4.3 Seller Deliverables.** Seller shall deliver an executed copy of this Agreement. At the closing, Seller shall deliver to Purchaser a duly executed Patent Assignment, Exhibit A. In addition, Seller shall deliver a written consent, Exhibit B, executed by the Members of the Board of Vendevia Group, LLC, authorizing the transfer of the Assigned Patent, and, a copy of the Assigned Patent documentation evidencing Vendevia's ownership of the Assigned Patent, Schedule A to Exhibit A.

**4.4 Purchaser Deliverables.** Purchaser shall deliver an executed copy of this Agreement. At the closing, Purchaser shall deliver a written consent, Exhibit C, executed by Members of the Board of Batu Biologics, Inc. authorizing the issuance and transfer of the Equitable Consideration to Seller. In

addition, the Purchaser shall deliver from the Members of the Board of Batu Biologics, Inc. and the stake shareholders (holding at least 10%) written waivers of the First Right of Refusal stock restrictions, set forth in Exhibit D. Further, Purchaser shall deliver to Seller or its Affiliate a stock certificate(s) in the name of Seller representing the 1,200,000 shares of common stock. Seller

understands that the shares have not been registered in accordance with the Securities Exchange Act of 1934 and may have restrictions regarding the sale and transfer of the shares. Purchaser will obtain the cooperation of the Board of Directors for Batu Biologics, Inc. to assist and facilitate in the removal of the restrictions, if any, at the earliest date allowed under the applicable laws and regulations.

## **5. INFORMATION**

**5.1** Seller hereby states that is has disclosed to Purchaser all material information that it possesses at the time signing this Agreement about the Assigned Patent. Purchaser hereby state that it has disclosed to Seller all material information that it possess at the time signing this Agreement about the Batu Biologics, Inc. restricted common stock.

## **6. TRANSFER OF PATENT**

**6.1 Patent Assignment.** Effective as of the Closing Date, Seller hereby sells, assigns, transfers and sets over to Purchaser all rights, title and interest it has in and to the Assigned Patent and all inventions and discoveries described therein and all rights of Seller to collect royalties under such Patent.

**6.2 Assignment of Causes of Action.** Effective as of the Closing Date, Seller hereby sells, assigns, transfers and sets over to Purchaser all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned Patent and all inventions and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patent as of the Effective Date.

## **7. ADDITIONAL OBLIGATIONS**

**7.1 Further Assurances.** Seller agrees to cooperate with Purchaser, upon reasonable request of Purchaser and without demanding further consideration from Purchaser, to execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary for effecting completely the consummation of the transfer of ownership in and to the Assigned Patent as contemplated hereby, including without limitation execution, acknowledgment and recordation of other such papers, as necessary or desirable for fully perfecting and set over unto Purchaser the benefit of the transfer of ownership in and to the Assigned Patent as contemplated hereby.

**7.2 Further Assistance.** Subject to the terms and conditions hereof, Seller agrees, upon the reasonable request of Purchaser, to do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Purchaser in obtaining, perfecting, sustaining, and/or enforcing the patent rights. Such assistance may also include providing prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure,

and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Assigned Patent. Seller's agreement to render any of the foregoing assistance is subject to Purchaser's payment of all reasonable expenses of Seller incurred in connection therewith and the availability of Seller's personnel.

## 8. REPRESENTATIONS AND WARRANTIES

Seller hereby warrants to Purchaser as follows:

**8.1 No Assignment.** Seller warrants that (i) no assignment of the invention(s), application or patent therefor has been made to a party other than Purchaser and (ii) there is no obligation to make any assignment of the invention(s), application, or any patent therefor to any party other than Purchaser.

**8.2 Title and Contest.** Seller has good and marketable title to the Assigned Patent, including without limitation all rights, title, and interest in the Assigned Patent to sue for infringement thereof. The Assigned Patent is free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer. There are no actions, suits, claims or proceedings threatened, pending or in progress on the part of any named inventor of the Patent relating in any way to the Assigned Patent and Seller has not received notice of (and Seller is not aware of any facts or circumstances which could reasonably be expected to give rise to) any other actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any Person to acquire the Assigned Patent.

**8.3 Restrictions on Rights.** Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Assigned Patent as a result of the transaction contemplated in this Agreement, or any prior transaction related to the Assigned Patent.

**8.4 Payment of Fees Due.** Seller has paid all fees due on the Assigned Patent to the United States Patent and Trademark Office as of the Effective Date of this Agreement.

Purchaser hereby warrants to Seller as follows:

**8.5 Full Authority.** Purchaser represents and warrants to Seller that it has full authority including its Members of the Board authority to deliver the equitable consideration, set forth in Section 2.3, in exchange for the Assigned Patent.

Each Party warrants to the other Party as follows:

**8.6 Mutual Representations.** Each Party hereby is duly organized, validly existing and in good standing under the laws of their respective jurisdiction. Each Party has the full right and power to enter into and perform its obligations under this Agreement and each has duly authorized, executed and delivered this Agreement which is binding upon, and enforceable against, each Party in accordance with its terms. To the best knowledge of each Party there is no action at law or in equity, no arbitration proceeding and no action, proceeding, complaint or investigation before or by any

federal, foreign, state or local government or regulatory commission, agency or other administrative or regulatory body or authority pending or threatened against or affecting either Party its officers, directors, business or affairs that will affect the set over of the Assigned Patent and the equitable consideration, as stated herein.

## 9. MISCELLANEOUS

**9.1 Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered (a) personally, (b) by facsimile transmission, (c) by overnight courier or (d) by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a Party as shall be specified by like notice);

If to the Purchaser at:

Thomas Ichim, Ph.D.  
9255 Towne Centre Dr., Suite 450  
San Diego, CA 92121

If to Seller at:

Vendevia Group, LLC  
One Turnberry Place  
19495 Biscayne Blvd, Suite #900  
Aventura, Florida 33180

Notice shall be deemed received in the case of (a) personal delivery, upon delivery, (b) international courier (signature required) two (2) business days following shipment, and, (c) international registered or certified mail seven business days following postdate. Either Party may change the notice address by providing notice containing the changed notice information to the other Party.

**9.2 No Representation or Warranty.** SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT THE PATENT COVERED BY THIS AGREEMENT IS EITHER VALID OR ARE INFRINGED BY ANY OTHER PARTIES.

**9.3 Limitation on Consequential Damages.** EXCEPT IN THE EVENT OF BREACH OF ANY OF THE WARRANTIES IN THE ABOVE SECTIONS, NEITHER PARTY SHALL HAVE ANY OBLIGATION OR BE LIABLE TO THE OTHER (WHETHER IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY) FOR LOSS OF PROFITS, OR ANY OTHER INDIRECT OR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, LOSS OF REVENUE, PROFITS, SAVINGS OR BUSINESS ARISING FROM, OR OTHERWISE RELATED TO THIS AGREEMENT HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT

**9.4 Limitation of Liability.** EXCEPT IN THE EVENT OF BREACH OF ANY OF THE WARRANTIES IN THE ABOVE SECTIONS, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE EQUITABLE CONSIDERATION AS STATED HEREIN. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

**9.5 Confidentiality of Terms.** The Parties hereto shall keep the terms and existence of this Agreement and the identities of the parties hereto confidential and shall not now or hereafter divulge any of this information to any third party except: (a) with the prior written consent of the other party, such consent shall not be unreasonably withheld; (b) as otherwise may be required by law or legal process, including in confidence to financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (d) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (b) through (d) above, (i) the

disclosing party shall use all legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and (ii), other than disclosures pursuant to subsection (d) above, the disclosing party shall provide the other party with at least ten business (10) days prior written notice of such disclosure.

**9.6 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida and the United States of America, excluding its conflict of laws provision. The Parties hereby agree that any adjudication of a dispute, hereunder or in connection herewith or any transaction contemplated hereby or discussed herein in addition to any legal proceeding, suit or action arising out of or related to this Agreement, attachments, exhibits and amendments, will be brought in the courts of Miami-Dade County, Florida and further each Party irrevocably waives any and all right to trial by jury in any such suit, action or legal proceeding.

**9.7 Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

**9.8 No Third Party Beneficiaries.** This Agreement is for the exclusive benefit of the Parties and is not intended to confer upon any other person any rights or remedies hereunder.

**9.9 Severability.** If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained herein.

**9.10 Compliance with Laws.** Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the Parties and this transaction, and to orders, regulations direction or requests of any such government.

**9.11 Relationship of the Parties.** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties. Neither Party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

**9.12 Waiver.** Failure by either Party to enforce a term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.



**9.13 Counterparts.** This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures each of the Parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

**9.14 Remedies.** Except as otherwise provided herein, any and all remedies herein expressly conferred will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude

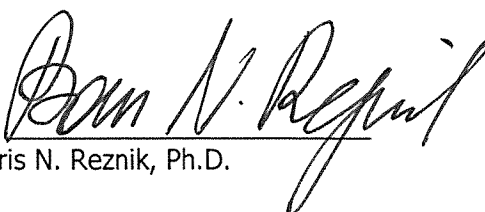
the exercise of any other remedy. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each Party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or in any State having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, the

prevailing Party in any dispute arising hereunder shall be entitled to its attorney's fees and court costs in addition to any other relief which may be awarded.

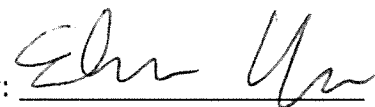
**9.15 Entire Agreement; Waiver of Breach.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or understanding among them in respect of the subject matter hereof, and there are no other agreements, written or oral, nor may the Agreement be modified except in writing and executed by all of the parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to have occurred unless such waiver is in writing, signed by the party against whom enforcement is sought, and no waiver shall be claimed to be a waiver of any subsequent breach or condition of a like or different nature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective in all respects as of the day and year first above written.

**Vendevia, Inc.**

By:   
Boris N. Reznik, Ph.D.

**Thomas Ichim Ph.D.**

By:   
Thomas Ichim Ph.D.

## EXHIBIT A

### PATENT ASSIGNMENT AGREEMENT

**THIS PATENT ASSIGNMENT AGREEMENT** (the "**Agreement**"), is made and entered into this 26<sup>th</sup> day of February 2015 (the "**Effective Date**"), by and between Vendevia Group, LLC, a corporation organized under the laws of Florida, having offices at One Turnberry Place, 19495 Biscayne Blvd. Suite #900, Aventura, Florida 33180 ("Assignor") and Thomas Ichim Ph.D., having an office at 9255 Towne Centre Dr., Suite 450, San Diego, CA 92121 ("Assignee") (each a "Party" and collectively the "Parties").

**WHEREAS**, Assignor is the owner of all rights, title and interest in and to the invention (the "Invention") as described and claimed in the United States Patent Number: 8,263,571, dated September 11, 2011, titled "Gene Silencing of the Brother of the Regulator of Imprinted Sites" (the "Patent") as set forth in Schedule A hereto.

**WHEREAS**, Assignee desires to acquire, assume, and accept the entire right, title, and interest of Seller in and to the Invention and its Patent as specified in this Agreement.

**WHEREAS**, Assignor and Assignee have agreed by a Patent Purchase Agreement (the "Purchase Agreement") dated February 26<sup>th</sup>, 2015, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patent as specified in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

#### **I. ASSIGNMENT**

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest in and to the Invention and its Patent in each and every foreign country to the United States and all priority rights resulting from the above-identified application for United States patent.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of patent applications as aforesaid, to issue the same to Assignee and its successors.

3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the patent for the Invention in any country and for vesting title thereto in Assignee and its successors.
4. Assignor authorizes and empowers Assignee and its successors, to invoke and claim for any application for patent or other form of protection for the Invention, the benefit of the right of priority provided by any international convention or agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any international convention.
6. All of the rights, title and interest in and to the Patent sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

**Assignor**

By: *Boris N. Reznik*

Name: \_\_Boris N. Reznik, Ph.D.\_\_

Title: \_\_Chairman\_\_

**Assignee**

By: *Thomas Ichim*

Name: \_Thomas Ichim Ph.D.\_

Title: *Board Member*



**SCHEDULE A**  
**UNITED STATES PATENT NUMBER: 8,263,571**  
**"Gene Silencing of the Brother of the Regulator of Imprinted Sites"**

**EXHIBIT B  
ACTION BY UNANIMOUS WRITTEN CONSENT  
OF MEMBERS IN LIEU OF A BOARD MEETING  
VENDEVIA GROUP, LLC**

**THE UNDERSIGNED**, being all members of Vendevia Group, LLC, a Florida Limited Liability Company ("Vendevia"), for purposes of taking action by unanimous written consent in lieu of a Board meeting, do hereby adopt, approve and consent to the resolutions set forth below and waive notice requirements, if any:

**WHEREAS**, Vendevia owns Patent Number: 8,263,571, "Gene Silencing of the Brother of the Regulator of Imprinted Sites" ("Patent") as described in Schedule A to the Patent Assignment Agreement.

**WHEREAS**, Thomas Ichim, Ph.D., has expressed interest in acquiring the Patent for the amount of 1,200,000 shares of Batu Biologics, Inc. common stock. Vendevia understands that the shares have not been registered in accordance with the Securities Exchange Act of 1934 and may have restrictions regarding the sale and transfer of the shares. Thomas Ichim, Ph.D., will obtain the cooperation of the Board of Directors for Batu Biologics, Inc. to assist and facilitate in the removal of the restrictions, if any, at the earliest date allowed under the applicable laws and regulations.

**RESOLVED**, Vendevia hereby is authorized to sell, assign, and set over the Patent to Thomas Ichim Ph.D., for 1,200,000 shares of Batu Biologics, Inc. common stock. Vendevia understands that the shares have not been registered in accordance with the Securities Exchange Act of 1934 and may have restrictions regarding the sale and transfer of the shares. Thomas Ichim, Ph.D., will obtain the cooperation of the Board of Directors for Batu Biologics, Inc. to assist and facilitate in the removal of the restrictions, if any, at the earliest date allowed under the applicable laws and regulations.

**RESOLVED FURTHER**, the Managing Member hereby is authorized to execute and deliver any and all documents and take any and all necessary actions as are customary and reasonable necessary to consummate the business objective contemplated hereby.

This Action of Unanimous Written Consent may be executed in as many counterparts as may be required; all counterparts shall collectively constitute one and the same Action by Unanimous Written Consent.

For: Vendevia Group, LLC



Name: Boris N. Reznik  
Title: Chairman

For: Kurt Gehlsen, Board Member

\_\_\_\_\_  
Name: Kurt Gehlsen

For: Robert A. Pearlman, Board Member

\_\_\_\_\_  
Name: Robert A. Pearlman

**EXHIBIT B  
ACTION BY UNANIMOUS WRITTEN CONSENT  
OF MEMBERS IN LIEU OF A BOARD MEETING  
VENDEVIA GROUP, LLC**

**THE UNDERSIGNED**, being all members of Vendevia Group, LLC, a Florida Limited Liability Company ("Vendevia"), for purposes of taking action by unanimous written consent in lieu of a Board meeting, do hereby adopt, approve and consent to the resolutions set forth below and waive notice requirements, if any:

**WHEREAS**, Vendevia owns Patent Number: 8,263,571, "Gene Silencing of the Brother of the Regulator of Imprinted Sites" ("Patent") as described in Schedule A to the Patent Assignment Agreement.

**WHEREAS**, Thomas Ichim, Ph.D., has expressed interest in acquiring the Patent for the amount of 1,200,000 shares of Batu Biologics, Inc. common stock. Vendevia understands that the shares have not been registered in accordance with the Securities Exchange Act of 1934 and may have restrictions regarding the sale and transfer of the shares. Thomas Ichim, Ph.D., will obtain the cooperation of the Board of Directors for Batu Biologics, Inc. to assist and facilitate in the removal of the restrictions, if any, at the earliest date allowed under the applicable laws and regulations.

**RESOLVED**, Vendevia hereby is authorized to sell, assign, and set over the Patent to Thomas Ichim Ph.D., for 1,200,000 shares of Batu Biologics, Inc. common stock. Vendevia understands that the shares have not been registered in accordance with the Securities Exchange Act of 1934 and may have restrictions regarding the sale and transfer of the shares. Thomas Ichim, Ph.D., will obtain the cooperation of the Board of Directors for Batu Biologics, Inc. to assist and facilitate in the removal of the restrictions, if any, at the earliest date allowed under the applicable laws and regulations.

**RESOLVED FURTHER**, the Managing Member hereby is authorized to execute and deliver any and all documents and take any and all necessary actions as are customary and reasonable necessary to consummate the business objective contemplated hereby.

This Action of Unanimous Written Consent may be executed in as many counterparts as may be required; all counterparts shall collectively constitute one and the same Action by Unanimous Written Consent.

For: Vendevia Group, LLC

\_\_\_\_\_  
Name: Boris N. Reznik  
Title: Chairman

For: Kurt Gehlsen, Board Member

\_\_\_\_\_  
Name: Kurt Gehlsen

For: Robert A. Pearlman, Board Member

  
\_\_\_\_\_  
Name: Robert A. Pearlman

**EXHIBIT B  
ACTION BY UNANIMOUS WRITTEN CONSENT  
OF MEMBERS IN LIEU OF A BOARD MEETING  
VENDEVIA GROUP, LLC**

THE UNDERSIGNED, being all members of Vendevia Group, LLC, a Florida Limited Liability Company ("Vendevia"), for purposes of taking action by unanimous written consent in lieu of a Board meeting, do hereby adopt, approve and consent to the resolutions set forth below and waive notice requirements, if any:

WHEREAS, Vendevia owns Patent Number: 8,263,571, "Gene Silencing of the Brother of the Regulator of Imprinted Sites" ("Patent") as described in Schedule A to the Patent Assignment Agreement.

WHEREAS, Thomas Ichim, Ph.D., has expressed interest in acquiring the Patent for the amount of 1,200,000 shares of Batu Biologics, Inc. common stock. Vendevia understands that the shares have not been registered in accordance with the Securities Exchange Act of 1934 and may have restrictions regarding the sale and transfer of the shares. Thomas Ichim, Ph.D., will obtain the cooperation of the Board of Directors for Batu Biologics, Inc. to assist and facilitate in the removal of the restrictions, if any, at the earliest date allowed under the applicable laws and regulations.


RESOLVED, Vendevia hereby is authorized to sell, assign, and set over the Patent to Thomas Ichim Ph.D., for 1,200,000 shares of Batu Biologics, Inc. common stock. Vendevia understands that the shares have not been registered in accordance with the Securities Exchange Act of 1934 and may have restrictions regarding the sale and transfer of the shares. Thomas Ichim, Ph.D., will obtain the cooperation of the Board of Directors for Batu Biologics, Inc. to assist and facilitate in the removal of the restrictions, if any, at the earliest date allowed under the applicable laws and regulations.

RESOLVED FURTHER, the Managing Member hereby is authorized to execute and deliver any and all documents and take any and all necessary actions as are customary and reasonable necessary to consummate the business objective contemplated hereby.

This Action of Unanimous Written Consent may be executed in as many counterparts as may be required; all counterparts shall collectively constitute one and the same Action by Unanimous Written Consent.

For: Vendevia Group, LLC

\_\_\_\_\_  
Name: Boris N. Reznik  
Title: Chairman

  
For: Kurt Gehlsen, Board Member

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Name: Kurt Gehlsen

For: Robert A. Pearlman, Board Member

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Name: Robert A. Pearlman

**EXHIBIT C  
BOARD RESOLUTION  
TRANSFER OF SHARES BY QUALIFIED SHAREHOLDER  
BATU BIOLOGICS, LLC**

At the meeting of the Board of Directors of Batu Biologics, Inc., a Nevada corporation ("Batu Biologics"), held on January 26<sup>th</sup>, 2015 the following resolutions were proposed and approved by the Board:

**RESOLVED**, Vendevia Group, LLC ("Vendevia") owns Patent Number: 8,263,571, "Gene Silencing of the Brother of the Regulator of Imprinted Sites" ("Patent") as described in Schedule A to the Patent Assignment Agreement.

**RESOLVED**, Thomas Ichim, Ph.D., a Qualified Shareholder of shares in Batu Biologics, Inc., a Nevada corporation ("Batu Biologics"), has expressed interest in acquiring the Patent for the amount of 1,200,000 shares of his Batu Biologics, Inc. common stock.

**RESOLVED**, Seller understands that the shares have not been registered in accordance with the Securities Exchange Act of 1934 and may have restrictions regarding the sale and transfer of the shares.

**RESOLVED**, Batu Biologics and the Qualified Shareholders (holding at least 10%) have agreed to and issued written waivers of the First Right of Refusal stock restriction. This resolution shall serve as Batu Biologics' written waiver.

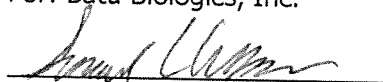
**RESOLVED**, Thomas Ichim, Ph.D., is hereby authorized to transfer his 1,200,000 shares of Batu Biologics, Inc. common stock to Vendevia and further, to deliver to Vendevia or Vendevia's Affiliate a stock certificate(s) in the name of Vendevia Group, LLC representing the 1,200,000 shares of common stock.

**RESOLVED**, Batu Biologics, Inc. hereby agrees to cooperate and assist in the removal of the restrictions, if any, at the earliest date allowed under the applicable laws and regulations to allow the sale or transfer of the shares by Vendevia. If applicable and deemed reasonably appropriate by Batu Biologics and/or its transfer agent, the obtaining and submission to Batu Biologics of an Opinion Letter by a qualified attorney, hired by Thomas Ichim, Ph.D., as per his Agreement with Vendevia, shall be required to effect the process of legend removal.

**RESOLVED FURTHER**, the Managing Member hereby is authorized to execute and deliver any and all documents and take any and all necessary actions as are customary and reasonable necessary to consummate the business objective contemplated hereby.

This Board Resolution has been duly recorded in the Minute Book and is in full force and effect.

For: Batu Biologics, Inc.



Name: Samuel Wagner

Title: CEO and President, Secretary



**EXHIBIT D  
BATU BIOLOGICS, LLC  
CORPORATE AND QUALIFIED SHAREHOLDER  
STOCK RESTRICTIONS WAIVERS**

I, Samuel C. Wagner, a Qualified Shareholder in Batu Biologics, Inc., hereby waive my right of first refusal under the terms of the Shareholder Agreement of Batu Biologics, Inc., with respect to the 1,200,000 shares of common stock transferred by Thomas Ichim, Ph.D. to Vendevia Group pursuant to this Agreement.

A handwritten signature in black ink, appearing to read 'Samuel C. Wagner', written over a horizontal line.

Samuel C. Wagner

I, Dimitri N. Theofilopoulos, a Qualified Shareholder in Batu Biologics, Inc., hereby waive my right of first refusal under the terms of the Shareholder Agreement of Batu Biologics, Inc., with respect to the 1,200,000 shares of common stock transferred by Thomas Ichim, Ph.D. to Vendevia Group pursuant to this Agreement.

A handwritten signature in black ink, appearing to read 'Dimitri N. Theofilopoulos', written over a horizontal line.

Dimitri N. Theofilopoulos