## 503617679 12/17/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3664310

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
OPX BIOTECHNOLOGIES, INC.	04/27/2015	

### **RECEIVING PARTY DATA**

Name:	CARGILL, INCORPORATED
Street Address:	15407 MCGINTY RD. W.
City:	WAYZATA
State/Country:	MINNESOTA
Postal Code:	55391-2399

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14769413

### **CORRESPONDENCE DATA**

**Fax Number:** (858)350-2399

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.

**Phone:** 8583502300

**Email:** asgarcia@wsgr.com, uspatentdocket@wsgr.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	24433-775.831
NAME OF SUBMITTER:	ASHLEY GARCIA
SIGNATURE:	/Ashley Garcia/
DATE SIGNED:	12/17/2015

#### **Total Attachments: 31**

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# PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made as of 27 April 2015 (the "Effective Date"), by and between Cargill, Incorporated, a Delaware corporation ("Assignee"), and OPX Biotechnologies, Inc., a Delaware corporation ("Assignor").

Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of 27 April 2015 (the "APA"), pursuant to which Assignor has agreed to contribute and Assignee has agreed to receive the Patent Rights (as defined below);

Assignor own the entire right, title, and interest in, to, and under the Sole Patents (as defined below); and

Assignor owns right, title, and interest in, to, and under the Joint Patents (as defined below) with a third party; and

Assignee, at its request and direction, wishes to acquire and Assignor wishes to assign all of Assignor's right, title, and interest in and to the Sole Patents and the Joint Patents.

For good and valuable consideration (including the premises and covenants set forth in the APA), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Schedules 1 and 2 list certain United States and foreign patents and patent applications. As used herein, "Joint Patents" are those patents and patent applications listing an owner in the "Owner" column of Schedule 1 other than only Assignor, and those patents identified in Schedule 2 with an asterisk indicating that they're co-owned with a third party. As used herein, "Sole Patents" are all other patents and patent applications in Schedules 1 and 2.
- 2. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and the Sole Patents and the Joint Patents, along with any foreign counterparts or equivalents thereto, existing now or in the future, that claim priority to such Sole Patents and Joint Patents, including but not limited to patents of utility, improvement, or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing, and any patents that may issue from any of the foregoing (collectively, the "Patent Rights").
- 3. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patent Rights and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.
- 4. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

OPX BIOTECHNOLOGIES, INC.	
Ву:	<b></b>
Name: Corrad Shilling bires	
Title: CFO	
State of <u>Colora Ar</u> )	
2) Signer Co. 7/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2	
County of <u>Rocal de 1</u> 0°s.	
person whose name is subscribed to the foregoir signed, sealed, and delivered the said instrumen	, 2015, before me, a notary public in and for said <u>u.C.C.</u> , who is personally known to me to be the same ng instrument, and he/she acknowledged that he/she t as tris/her free and voluntary act for the uses and
purposes therein set forth.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Costherine Q. Wherly
CATHERINE B DOHERTY	Notary Public
NOTARY PUBLIC  STATE OF COLOHADO  NOTARY ID # 20054648200  MY COMMISSION EXPIRES DECEMBER 27, 2017	My Commission Expires: December 27, 20/3

CARGILL, INCORPORATED	
By: <u>Han'y Julio</u>	
Name: <u>HANOT (A4100</u>	••••
Title: BUSINESS DEVELOPMENT DXRECT CARGILL CORN MILLING NORTH	ok MERICA
State of)ss. County of)	
county, appeared person whose name is subscribed to the forego	, 2015, before me, a notary public in and for said, who is personally known to me to be the same ing instrument, and he/she acknowledged that he/she nt as his/her free and voluntary act for the uses and
	Notary Public
	My Commission Expires:

	PRODUCTION OF CHEMICAL
	OPX Bioterthnologies, Inc.
	OPX Bioter inc.
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	Φ
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	United States of America
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PATENT	34.

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Title	BIOFRODUCTION OF CHEMICALS				
	BIOPRODUC CHEMICALS				
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Owner	OPX Biatechnologies, Inc.				
	Biote Inc.				
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