

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3796306

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GBP IP, LLC	08/01/2014
RECEIVING PARTY DATA	
Name:	MILTENYI BIOTEC TECHNOLOGY, INC.
Street Address:	910 CLOPPER ROAD, SUITE 200S
City:	GAITHERSBURG
State/Country:	MARYLAND
Postal Code:	20878
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11460136
CORRESPONDENCE DATA	
Fax Number:	(540)477-2571
<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:	5403580448
Email:	jackie@miltenyibiotec.com
Correspondent Name:	JAQUELIN K. SPONG
Address Line 1:	14412 SENEDO ROAD
Address Line 4:	MOUNT JACKSON, VIRGINIA 22842
ATTORNEY DOCKET NUMBER:	MBTI_LEN_004
NAME OF SUBMITTER:	JAQUELIN K. SPONG
SIGNATURE:	/Jaquelin K. Spong/
DATE SIGNED:	03/23/2016
Total Attachments: 15	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is entered into as of August 1, 2014 (the "Effective Date") by and among **LENTIGEN CORPORATION**, a Delaware corporation ("Lentigen"), **GBP IP CORP.**, a Delaware corporation ("GBP" and, together with Lentigen, "Assignors" and each individually, an "Assignor"), and **MILTENYI BIOTEC TECHNOLOGY, INC.**, a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignors, Assignee, and Lentigen Technology, Inc., a Delaware corporation ("LTI" and, together with Assignee, the "Purchasers"), are parties to that certain Asset Purchase Agreement dated as of May 30, 2014 (the "Purchase Agreement") providing, among other things, for the transfer by Assignors to Assignee of the Assigned Patents (defined below).

NOW, THEREFORE, in consideration of the promises and other valuable consideration to Assignors paid by the Purchasers under the Purchase Agreement, at or before the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged by Assignors, the parties agree as follows:

Section 1.1 Lentigen irrevocably assigns to Assignee:

- (a) the entire right, title and interest, everywhere in the world, to
 - (i) the patents and pending patent applications more specifically set forth in Schedule A attached hereto and incorporated herein by reference,
 - (ii) any existing patent applications and/or existing patents that may claim priority from the items in (a) (including but not limited to continuations, divisions, substitutes, reissues, reexaminations, or extensions thereof, together with all priority rights and foreign counterpart applications under any existing or future international patent conventions, agreements or treaties),
 - (iii) any patent that may be granted on any patent application in subsections 1.1(a)(i) or (ii) above, and
 - (iv) any other rights in the inventions described in any of subsections 1.1(a)(i), (ii) or (iii) above, including rights to future patent applications and all rights of cooperation assigned or granted by a third party

(all of the foregoing in this Section 1.1, collectively, the "Assigned Lentigen Patents");

- (b) the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of any of

the Assigned Patents based on activities occurring prior to the Effective Date hereof or hereafter; and

(c) any current or future right to receive royalties based on any of the foregoing.

Section 1.2 GBP irrevocably assigns to Assignee:

(a) the entire right, title and interest, everywhere in the world, to

(i) the patents and pending patent applications more specifically set forth in Schedule B attached hereto and incorporated herein by reference,

(ii) any existing patent applications and/or existing patents that may claim priority from the items in (a) (including but not limited to continuations, divisions, substitutes, reissues, reexaminations, or extensions thereof, together with all priority rights and foreign counterpart applications under any existing or future international patent conventions, agreements or treaties),

(iii) any patent that may be granted on any patent application in subsection 1.2(a)(i) or (ii) above, and

(iv) any other rights in the inventions described in any of subsections 1.2(a)(i), (ii) or (iii) above, including rights to future patent applications and all rights of cooperation assigned or granted by a third party

(all of the foregoing in this Section 1.2, collectively, the "Assigned GBP Patents"; Assigned Lentigen Patents and Assigned GBP Patents, collectively, "Assigned Patents");

(b) the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of any of the Assigned Patents based on activities occurring prior to the Effective Date hereof or hereafter; and

(c) any current or future right to receive royalties based on any of the foregoing.

Section 2. Each Assignor agrees upon the request (and at the expense) of Assignee (or its successors, assigns, or legal representatives) to, and if such Assignor is unable or unwilling to do so authorizes Assignee to act in such Assignor's name to: (i) execute all oaths, assignments, powers and other documents, (ii) testify in any proceedings and otherwise take any action, and (iii) otherwise fully cooperate with Assignee, in each case to the extent reasonably necessary to perform such Assignor's obligations hereunder in connection with securing, perfecting, enforcing and defending the Assigned Patents and Assignee's rights related to this Assignment, and in furtherance of the foregoing Assignor hereby appoints Assignee as such Assignor's agent and

attorney in fact for, and grants to Assignee a power-of-attorney with full power of substitution, to execute, deliver and file any documents, and perform any acts, Assignee would otherwise lawfully be obligated to execute, deliver, file or perform pursuant to this Section 2, with the same legal force and effect as if executed, delivered, filed or performed by such Assignor, and such power of attorney shall be deemed coupled with an interest for the purposes of effecting the foregoing assignments.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Assignors and Assignee have caused this Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

ASSIGNORS:

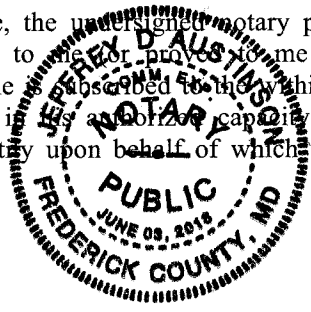
LENTIGEN CORPORATION

By: T Ravenscroft
Name: TIMOTHY RAVENSCROFT
Title: CEO

STATE OF MARYLAND)

COUNTY OF Montgomery)ss.:
)

On this 1st day of August 2014, before me, the undersigned notary public, personally appeared Timothy Ravenscroft personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.
Jeffrey D. Austinson
Notary Public

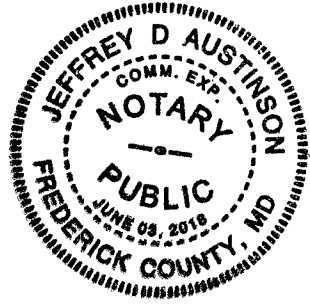
GBP IP CORP.

By: T Ravenscroft
Name: TIMOTHY RAVENSCROFT
Title: CEO

STATE OF MARYLAND)

COUNTY OF Montgomery)ss.:
)


On this 1st day of August, 2014, before me, the undersigned notary public, personally appeared Timothy Ravenscroft, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.
Jeffrey D. Austinson
Notary Public

ASSIGNEE:

MILTENYI BIOTEC TECHNOLOGY,
INC.,

By: 
Name: Stefan Miltenyi
Title: President

[PATENT ASSIGNMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Assignors and Assignee have caused this Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

ASSIGNORS:

LENTIGEN CORPORATION

By: _____
Name: _____
Title: _____

STATE OF MARYLAND)

)ss.:

COUNTY OF)

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

GBP IP CORP.

By: _____
Name: _____
Title: _____

STATE OF MARYLAND)

)ss.:

COUNTY OF)

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

ASSIGNEE:

**MILTENYI BIOTEC TECHNOLOGY,
INC.,**

By: _____

Name: Stefan Miltenyi

Title: President

SCHEDULE A

Assigned Lentigen Patents

Category A Patents

1. Lentigen 1: Lentiviral Vectors and Their Use
 - 1.1 PCT Publication No. WO 2006/089001 (International Application No. PCT/US2006/05431) (US Patent Application No. 11/884,639)
 - 1.2 National Stage Applications pending in:

United States, Europe, Canada, Australia, New Zealand (abandoned), Mexico, Japan, Norway, Russian Federation (abandoned), India, China, South Korea
2. Lentigen 9: Non-integrating HIV Vector-Vaccine for Prevention of AIDS
 - 2.1 United States Provisional Application (61/160,285) filed March 13,2009
 - 2.2 United States Provisional Application (61/166,769) filed April 5,2009
 - 2.3 United States Provisional Application (61/167,088) filed April 6,2009
 - 2.4 PCT App. No. PCT/US 10/27262 filed March 13, 2010 for "Non-integrating Retroviral Vector Vaccines"
3. Lentigen 10: Advanced Prime and Boost Vaccine
 - 3.1 United States Provisional Application 61/436,828 filed on January 27,2011.
 - 3.2 PCT App. No. PCT/US12/23015 was filed on January 27,2012

Please see attached detail spreadsheet for more information

SCHEDULE B

Assigned GBP Patents

Category A Patents

1. CELL13 Family: Method for Production of High Titer Virus and High Efficiency Retroviral Mediated Transduction of Mammalian cells
 - 1.1 United States Patents
5,834,256
5,686,279
5,858,740
6,051,427
6,218,187
6,506,604
7,252,991
 - 1.2 Foreign Counterparts
Australia - Patent Nos. 699660; 721208; and 742403
Canada - Application #2164835 pending
Europe – Patent EP071020 B1
Germany - Patent 69435316.7
France - Patent 710280
Great Britain - 710280
Japan - Application # 7-502161 pending
Korea - Patent No. 10-355423
New Zealand - PatentNos. 269019; 316389; 505145; and 505146
Singapore - Patent No. 55158
2. CELL 85 Family: Method and Means for Producing High Titer, Safe, Recombinant Lentivirus Vectors
 - 2.1 United States Patents

5,994,136
6,165,782
6,428,953
6,924,144
7,083,981
 - 2.2 United States Application No. 11/460,136 published as patent application 200802868362.3
 - 2.3 Foreign Counterparts
Australia - Patent No. 751985
Canada - Application Pending

Europe - Patent No. 1036182 B1
UK - Patent No. 1036182
Germany - Patent No. 69838758.9
France - Patent No. 1036182
Switzerland - Patent No. 1036182
Japan - Application # 2000-539150 pending
Singapore – Patent No. 73931

3. CELL93 Family: Selection System for Generating Efficient Packaging Cells for Lentiviral Vectors

3.1 United States Patent No. 6,797,512

3.2 Foreign Counterparts

Canada - Application # 2349617 pending
Europe - PatentNo. 1129100 B1
United Kingdom - Patent 1129100
Germany - Patent 69936531.7
France - Patent 1129100
Switzerland - Patent 1129100
Japan - Application # 2000-582408 pending

4. CELL101 Family: Methods and Means for Producing High Titer, Safe, Recombinant Lentivirus Vectors

4.1 United States Patent No. 7,250,299

4.2 United States Application No. 11/781,094 published as application 20080241929

4.3 Foreign Counterparts Australia - Patent No. 778698

Canada - Application # 2370103 pending
Europe - Patent No. 1171624 B1; and Application No. 07012545.5
UK-Patent No. 1171624
Germany - Patent No. 60035676.0-008
France – Patent No. 1171624
Switzerland - Patent No. 1171624
Israel - Application #146144 pending
Japan - Application #2000-615781 pending

5. CELL107 Family: Lentiviral Vectors Encoding Clotting Factors for Gene Therapy

5.1 United States Patents

6,808,905
7,179,903

5.2 United States Application Publication No. US 2007/0178592 (11/626,192) -
Liver specific transcriptional enhancer

- 5.3 Foreign Counterparts
 - Europe - Application #02751970.1 pending
- 6. CELL129 Family: Pseudotyped Retroviral Vectors
 - 6.1 United States Patent No. 6,863,884
- 7. CELL130 Family: Lentiviral Vector Particles Resistant to Complement Inactivation
 - 7.1 United States Patent
6,790,641
 - 7.2 Foreign Counterpart
 - Europe - Application # 03726520.4 pending
 - 7.3 Foreign Counterpart Europe - Application Pending

Please see attached detail spreadsheet for more information

INVENTION TITLE	APPLICANT	APPLICATION NO.	PUBLICATION NO.	PATENT NO.	STATUS	COUNTRY	FILE DATE	PUBLISHED DATE	ISSUE DATE	EXPIRY DATE	NOTES	
Lentiviral Vectors and Their Use	Lentigen 1	2,597,928		2008214278	pending	AU	16-Feb-2006		12-Jul-12	16-Feb-2026	Requested examination	
		2008214278			issued	AU	16-Feb-2006				Granted	
		561674					NZ	16-Feb-2006				Abandoned
		MXL2007014008				issued	MX	16-Feb-2006		15-Mar-12	16-Feb-2026	Granted
		2007-556283			287134	pending	JP	16-Feb-2006			16-Feb-2026	Pending
		20074654				pending	NO	16-Feb-2006			16-Feb-2026	Abandoned
		2007134371				pending	RU	16-Feb-2006			16-Feb-2026	Abandoned
		14081CHENP/2007				pending	IN	16-Feb-2006			16-Feb-2026	Requested examination Feb 2009
		200680012679.80				pending	CN	16-Feb-2006			16-Feb-2026	Responding to Examiner May 2010
		10-2007-7021445		10-2007-0114157		pending	KR	16-Feb-2006	29-Nov-2007		16-Feb-2026	Abandoned
6735210.4				pending	EPO	16-Feb-2006			16-Feb-2026			
11864639				pending	US	16-Aug-2007						
US20060005431		20080254008			PCT	16-Feb-2006			16-Feb-2026	Priority applications are U.S. Provisional Application Nos. 60/653,386, filed Feb. 16, 2005; 60/650,310, filed Mar. 10, 2005; 60/582,059, filed May 18, 2005; and 60/723,788, filed Oct. 5, 2005		
Non-Integrating Retroviral Vector Vaccines	Lentigen 9	671163,265					13-Mar-2009				Provisional Filing	
		671163,789					5-Apr-2009				Provisional Filing	
		671167,088					8-Apr-2009				Provisional Filing	
		US201002262				PCT	13-Mar-2010					
		13/256,216				US	13-Mar-2010					
		EP20751533				EPO						
						JP						
		CN102438558 A				Canada						
						China						
		2012140891				Russia			2-May-12			
Advanced Prime and Boost Vaccine	Lentigen 10	67436,628					27-Jan-2011				Provisional Filing	
		13/752,588				PCT	27-Jan-2012					
		PCT/MX12/23015				US	23-Jul-2013					
Method for Production of High Titer Virus and High Efficiency Retroviral Mediated Transduction of Mammalian Cells (some applications for high efficiency retroviral packaging system)	CELL GENESYS - CELL 13	7246294		899660	Granted	AU	10-Jun-1994		25-Mar-1999	10-Jun-2014		
		68608098		721208	Granted	AU	21-Aug-1996		12-Oct-2000	21-Aug-2016	This may have expiry on Jun 10, 2014	
		3393300		742403	Granted	AU	10-Oct-2000		18-Apr-2002	21-Aug-2016	This may have expiry on Jun 10, 2014	
		2164835			Issued	CA	10-Jun-1994		5-Jan-2010	10-Jun-2014		
		2229847			Abandoned	CA	21-Aug-1996			21-Aug-2016	Abandoned	
		949219519			Granted	EP	10-Jun-1994		24-Oct-2010	10-Jun-2014		
						DE						
						FR						
						GB						
						MC						
				LU								
				JP								
				Abandoned	JP	10-Jun-1994						
					JP	21-Aug-1996						

