

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3827712

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BENJAMIN BELINKA	04/12/2016
RECEIVING PARTY DATA		
Name:	ACTINOBAC BIOMED, INC.	
Street Address:	15 PELHAM ROAD	
City:	KENDALL PARK	
State/Country:	NEW JERSEY	
Postal Code:	08824	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14005372
CORRESPONDENCE DATA		
Fax Number:	(609)896-1469	
<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:	(609) 896-3600	
Email:	ipdocket@foxrothschild.com	
Correspondent Name:	FOX ROTHSCHILD LLP	
Address Line 1:	PRINCETON PIKE CORPORATE CENTER	
Address Line 2:	997 LENOX DRIVE, BLDG. #3	
Address Line 4:	LAWRENCEVILLE, NEW JERSEY 08648-2311	
ATTORNEY DOCKET NUMBER:	096738.00353	
NAME OF SUBMITTER:	MAGALY FELICIANO	
SIGNATURE:	/Magaly Feliciano/	
DATE SIGNED:	04/13/2016	
Total Attachments: 2		
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PATENT APPLICATION ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 12th day of April, 2016, by and between Benjamin Belinka (the "Assignor"), having an address at 15 Pelham Rd, Kendall Park, NJ 08824, and Actinobac Biomed, Inc. (the "Assignee") having a place of business at 15 Pelham Rd, Kendall Park, NJ 08824 (collectively the "Parties").

WHEREAS the Assignor is co-inventor of the technology described in US Patent office application Serial Number: 14/005,372 filed on November 13, 2013, entitled "Combination Therapy with Leukotoxin", (the Patent Application").

WHEREAS, Assignee wishes to acquire all right, title, and interest in the Patent Application and Assignor wishes to sell his interest in the Patent Application to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent Application including all patents, reexaminations, extensions, and reissues therefor. Assignor hereby requests the Commissioner of Patents of the appropriate jurisdiction(s) to record this assignment of all right, title and interest in the Patent Application to Assignee.
2. *Payment.* In consideration of the assignment of the Patent Application pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of \$1.00, payable upon execution of this Agreement.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants i) that he has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent Application to Assignee. ii) that he has not executed any other agreement that would conflict with the terms of this Agreement, nor shall he execute any such agreement in the future, and iii) that to the best of the Assignor's knowledge, the Patent Application is valid and enforceable as of the date of this Agreement. Assignor makes no representation or warranties as to the validity or enforceability of the Patent Application subsequent to the date of this Agreement.
4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent Application is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement.
5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee (at the Assignee's expense) in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New Jersey, without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in force and effect. If any

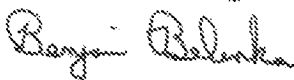
Belinka
4/12/16

provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be hand delivered, in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:
10. *Headings.* The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this agreement. There are no other promises, conditions, understandings, or other agreements, whether written or oral, relating to the subject matter of this Agreement.

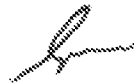
IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Agreement to be executed the day and year first above written.

ASSIGNOR



Benjamin Belinka

ASSIGNEE



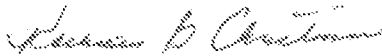
Scott Kachlany for Actinobac Biomed, Inc.

State of **New Jersey**

County of **Middlesex**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Benjamin Belinka personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Benjamin Belinka signed, sealed and delivered the said instrument as his voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13 day of April, 2016.



Signature of Notary Public

KATHERINE B. CHRISTENSEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 17, 2016

Printed Name of Notary

My commission expires on 4/17/16, 2016.