503910338 07/12/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3956990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TODD M. LANCASTER	08/04/2010
SYLAJA MURIKPUDI	08/04/2010
RASSOL LALEAU	08/04/2010
TODD C. ZION	08/04/2010

RECEIVING PARTY DATA

Name:	SMARTCELLS, INC.
Street Address:	2000 GALLOPING HILL ROAD
City:	KENILWORTH
State/Country:	NEW JERSEY
Postal Code:	07033

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13811910

CORRESPONDENCE DATA

Fax Number: (732)594-4720

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.

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Correspondent Name: MERCK

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Address Line 4: RAHWAY, NEW JERSEY 07065

ATTORNEY DOCKET NUMBER:	23020
NAME OF SUBMITTER:	KATHERINE LALLY
SIGNATURE:	/KATHERINE LALLY/
DATE SIGNED:	07/12/2016

Total Attachments: 7

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PATENT REEL: 039129 FRAME: 0671

JOINT ASSIGNMENT

WHEREAS, each of the individuals, Thomas M. Lancaster of Stoneham, Massachusetts, Sylaja Murikipudi of Medford, Massachusetts, Rassol Laleau of Woburn, Massachusetts, and Todd C. Zion of Marblehead, Massachusetts, is named as an inventor on the application for Letters Patent of the United States titled:

RECOMBINANTLY EXPRESSED INSULIN POLYPEPTIDES AND USES THEREOF; and

United States I	executed by each of us of even date herewith and about to be filed in the latent and Trademark Office; or
X United States F	identified by United States Application Serial No. <u>61/368,607</u> , filed in the Patent and Trademark Office on July 28 , 2010 ; and

WHEREAS SmartCells, Inc. (hereinafter "ASSIGNEE"), having a usual place of business at 100 Cummings Center, Suite 419E, Beverly, Massachusetts 01915, desires to acquire or confirm an interest therein:

NOW, THEREFORE, to all whom it may concern be it known that, in accordance with agreements previously and duly entered into between the parties and in consideration of those agreements, and for other good and valuable consideration, the receipt of which is hereby acknowledged, each has sold, assigned, and transferred and/or does hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in the application, including the entire right, title, and interest in and to the application, all divisional, continuing, substitute, renewal, reissue, reexamination and other applications for Letters Patent that is based in whole or in part on the application, and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such Letters Patent as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and Letters Patent to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by him/her had this assignment and sale not been made;

AND, hereby acknowledges that this assignment, being of the entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive Letters Patent for said inventions in its own name;

AND, hereby further agrees for him/herself and his/her executors and administrators to

Attorney Docket No.: 2005700-0044

U.S. Serial No.: 61/368,607

execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Letters Patent to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts we know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, further hereby authorizes ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment if appropriate;

AND, hereby appoints ASSIGNEE as its common agent for purposes of prosecuting international patent applications and any material patent applications for which such common agency is recognized;

AND, hereby requests the Director of Patents and Trademarks of the United States to issue said Letters Patent as shall be granted upon said application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

AND, covenants with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by him/her, and that full right to convey the same as herein expressed is possessed by him/her.

SIGNED this 4th day of Changes	, 2010.
U	Thomas M. Lancaster
STATE OF MASSACHUSCHS.	 SS. ·
On this 4 day of August, 2 personally appeared Thomas M. Lancaster identification, which were License	o10, before me, the undersigned notary public, proved to me through satisfactory evidence of to be the person whose name is signed acknowledged to me that (he) (she) signed it MARYANN MURRAY Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires NOTA NOTA December 17, 2015
[Notary's Seal Here]	My Commission Expires:

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SIGNED this 4 M day of the	<u>st</u> , 2010.
	Sylaja Murikipudi
STATE OF MUSSACHUSELLS COUNTY OF ESSEX	·
COUNTY OF ESSEX	SS.
personally appeared Sylaja Murikipudi, pridentification, which were License	2010, before me, the undersigned notary public, roved to me through satisfactory evidence of, to be the person whose name is signed
on the preceding or attached document, and voluntarily for its stated purpose.	Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires December 17, 2015
[Notary's Seal Here]	My Commission Expires:

SIGNED this 4th day of Aug	sust , 2010.
	Rassol Laleau 04 Aug 2010
STATE OF Massachusetts	
COUNTY OF ZSSEX	
personally appeared Rassol Laleau, prove which were	commonwealth of massachusetts My Commission Expires December 17, 2015
Notary's Seal Herel	My Commission Expires:

SIGNED this day of	Buguer, 2010.
	Todd C. Zion
STATE OF MASSACHUSE COUNTY OF ESSEX	\$\frac{\partial \text{SS.}}{\text{SS.}}
personally appeared Todd C. Zion which were	, 2010, before me, the undersigned notary public, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the acknowledged to me that (he) (she) signed it voluntarily for
its stated purpose.	MARYANN MURRAY Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires PUBLIC December 17, 2015
[Notary's Seal Here]	My Commission Expires:

Old address:
ONE MERCK DRIVE WHITEHOUSE STATION, NEW JERSEY 08889
New address:
2000 GALLOPING HILL ROAD KENILWORTH, NEW JERSEY 07033
Signed:/Katherine Lally/ Date:July 12, 2016

Katherine Lally

RECORDED: 07/12/2016

PATENT REEL: 039129 FRAME: 0678