# 504204133 01/31/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4250809

SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEY	ANCE:	NUN	NUNC PRO TUNC ASSIGNMENT			
EFFECTIVE DATE:	Image: FFECTIVE DATE:         12/16/2016					
CONVEYING PARTY	DATA					
		Nam	e		Exe	cution Date
ESSENTIAL PHARMA	CEUTICAL	S, LLC			12/19	9/2016
RECEIVING PARTY D	ΑΤΑ					
Name:	BIO-ESS	S LABOR	ATORIES, LLC			
Street Address:	100 PRI	NCETON	SOUTH CORPORATE	CENTE	R	
Internal Address:	1ST FLC	DOR, SUI	TE 140			
City:	EWING					
State/Country:	NEW JE	RSEY				
Postal Code:	08628					
Property Typ Application Number:	1	I3673739 I4577414	Number			
		145//414				
Application Number:						
CORRESPONDENCE						
CORRESPONDENCE Fax Number:	: <b>DATA</b> (;	312)474-(				
CORRESPONDENCE Fax Number: <i>Correspondence will</i>	DATA (: be sent to	312)474-( <b>the e-ma</b>	il address first; if that is			ll be sent
CORRESPONDENCE Fax Number: <i>Correspondence will</i>	DATA (: be sent to : if provided;	312)474-( the e-ma ; if that is				ll be sent
CORRESPONDENCE Fax Number: <i>Correspondence will using a fax number, l</i> Email: Correspondent Name	DATA (; be sent to if provided; a e: M	312)474-( <i>the e-ma</i> ; <i>if that is</i> anagelber MARSHAI	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com _L, GERSTEIN & BORUM	e sent		ll be sent
CORRESPONDENCE Fax Number: <i>Correspondence will using a fax number, f</i> Email: Correspondent Name Address Line 1:	DATA (: be sent to if provided; a e: M 2	312)474-( <i>the e-ma</i> ; <i>if that is</i> anagelber MARSHAI 233 SOUT	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com _L, GERSTEIN & BORUN TH WACKER DRIVE	e sent		ll be sent
CORRESPONDENCE Fax Number: <i>Correspondence will using a fax number, I</i> Email: Correspondent Name Address Line 1: Address Line 2:	DATA ( be sent to if provided; a e: M 2 S	312)474-( <i>the e-ma</i> ; <i>if that is</i> anagelber MARSHAI 233 SOUT SUITE 63(	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com _L, GERSTEIN & BORUM TH WACKER DRIVE	e sent		ll be sent
CORRESPONDENCE Fax Number: <i>Correspondence will using a fax number, I</i> Email: Correspondent Name Address Line 1:	DATA ( be sent to if provided; a e: M 2 S	312)474-( <i>the e-ma</i> ; <i>if that is</i> anagelber MARSHAI 233 SOUT SUITE 63(	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com _L, GERSTEIN & BORUN TH WACKER DRIVE	e sent		ll be sent
CORRESPONDENCE Fax Number: <i>Correspondence will using a fax number, f</i> Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4:	DATA (: be sent to if provided; a e: M 2 S C	312)474-( <i>the e-ma</i> ; <i>if that is</i> anagelber MARSHAI 233 SOUT SUITE 630 CHICAGC	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com _L, GERSTEIN & BORUM TH WACKER DRIVE	e sent		ll be sent
CORRESPONDENCE Fax Number: <i>Correspondence will using a fax number, f</i> Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4:	DATA (: be sent to if provided; a e: M 2 S C NUMBER:	312)474-( <i>the e-ma</i> <i>if that is</i> anagelber MARSHAI 233 SOUT SUITE 636 CHICAGC 316	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com L, GERSTEIN & BORUN H WACKER DRIVE 00 9, ILLINOIS 60606	e sent		ll be sent
CORRESPONDENCE Fax Number: <i>Correspondence will using a fax number, I</i> Email: Correspondent Name Address Line 1: Address Line 2:	DATA (: be sent to if provided; a e: M 2 S C NUMBER:	312)474-( <i>the e-ma</i> ; <i>if that is</i> anagelber MARSHAI 233 SOUT SUITE 630 CHICAGC 316 AUE	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com L, GERSTEIN & BORUN H WACKER DRIVE 00 , ILLINOIS 60606 79/46272A, 47561	e sent		ll be sent
CORRESPONDENCE Fax Number: <i>Correspondence will using a fax number, I</i> Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET I	DATA (: be sent to if provided; a e: M 2 S C NUMBER:	312)474-( <i>the e-ma</i> ; <i>if that is</i> anagelber MARSHAI 233 SOUT SUITE 630 CHICAGC 316 AUE /Auc	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com L, GERSTEIN & BORUN H WACKER DRIVE 00 9, ILLINOIS 60606 79/46272A, 47561 DREY NAGELBERG	e sent		ll be sent
CORRESPONDENCE Fax Number: Correspondence will using a fax number, f Email: Correspondent Name Address Line 1: Address Line 2: Address Line 2: Address Line 4: ATTORNEY DOCKET F NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Total Attachments: 8	DATA ( be sent to if provided; a : NUMBER: R:	312)474-( <i>the e-ma</i> <i>if that is</i> anagelber MARSHAI 233 SOUT SUITE 630 CHICAGC 316 AUE /Auc 01/3	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com L, GERSTEIN & BORUM TH WACKER DRIVE 00 9, ILLINOIS 60606 79/46272A, 47561 DREY NAGELBERG drey Nagelberg/	e sent		ll be sent
CORRESPONDENCE Fax Number: Correspondence will using a fax number, f Email: Correspondent Name Address Line 1: Address Line 2: Address Line 2: Address Line 4: ATTORNEY DOCKET IN NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Total Attachments: 8 source=essential patent	E DATA ( be sent to if provided; a e: M 2 S C NUMBER: R: t assign#pag	312)474-0 the e-ma if that is anagelber MARSHAI 233 SOUT SUITE 630 CHICAGC 316 AUE /Auc 01/3 ge1.tif	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com L, GERSTEIN & BORUM TH WACKER DRIVE 00 9, ILLINOIS 60606 79/46272A, 47561 DREY NAGELBERG drey Nagelberg/	e sent		ll be sent
CORRESPONDENCE Fax Number: Correspondence will using a fax number, f Email: Correspondent Name Address Line 1: Address Line 2: Address Line 2: Address Line 4: ATTORNEY DOCKET F NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Total Attachments: 8	DATA ( be sent to if provided; a a a c NUMBER: R: t assign#pag t assign#pag	312)474-( the e-ma ; if that is anagelber MARSHAI 233 SOUT SUITE 630 CHICAGC 316 AUE /Auc 01/3 ge1.tif ge2.tif	<i>il address first; if that is</i> <i>unsuccessful, it will be</i> g@marshallip.com L, GERSTEIN & BORUM TH WACKER DRIVE 00 9, ILLINOIS 60606 79/46272A, 47561 DREY NAGELBERG drey Nagelberg/	e sent		ll be sent

source=essential patent assign#page4.tif
source=essential patent assign#page5.tif
source=essential patent assign#page6.tif
source=essential patent assign#page7.tif
source=essential patent assign#page8.tif

#### PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made by and between Essential Pharmaceuticals, LLC, a Delaware limited liability company ("Assignor"), and Bio-Ess Laboratories, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Contribution Agreement effective as of December 16, 2016 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor agreed to assign to Assignee certain of Assignor's assets, which include the patents and patent applications in Exhibit A ("Patents").

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby, without reservation:

- Irrevocably sells, assigns and transfers to Assignee, its successors and assigns its entire right, title
  and interest, both legal and equitable, throughout the world, in and to the Patents, as well all
  provisionals, continuations, continuations-in-part, and divisionals claiming priority thereto, all
  patents issuing therefrom, including all rights of priority, any reexaminations and reissues, as well
  as extensions of or supplementary protection certificates on any of the foregoing (the "Patent
  Rights"). This Assignment includes any rights of Assignee to sue for and retain damages for past,
  present and future infringement and seek other remedies for infringement of the Patents Rights.
- 2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any similar office anywhere in the world, to issue or transfer all the Patent Rights to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of

#### ESSENTIAL PHARMACEUTICALS, LLC

Allan Weber, Chief Executive Officer

**BIO-ESS LABORATORIES, LLC** 

Francis X. Wentworth, Authorized Person

12-110-110

Date

Date

STATE OF \_\_\_\_\_ ) ) SS. COUNTY OF )

On this \_\_\_\_\_ day of December, 2016, there appeared before me Allan Weber, known to me, who stated he signed this Assignment as a voluntary act and deed.

Notary Public

STATE OF New Jersey) ) SS. COUNTY OF MORTIS )

On this  $10^{\circ}$  day of December, 2016, there appeared before me Francis X. Wentworth, Jr., known to me, who stated he signed this Assignment as a voluntary act and deed.

Notary Public



### SCHEDULE A

Client	Matter					
No.	No.	Country	Inventor	Title	Appl. No.	Filed
31679	46272A	Australia	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	2012335070	09-Nov-12
31679	46272A	Brazil	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	BR112014011414-5	09-Nov-12
31679	46272A	Canada	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	2854780	09-Nov-12
31679	46272A	Chile	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	01181-2014	09-Nov-12
31679	46272A	China	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	201280057698.X	09-Nov-12
31679	46272A	Eurasian Patent Office	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	201490945	09-Nov-12
31679	46272A	European Patent Office	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	12847737.9	09-Nov-12
31679	46272A	Hong Kong	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	15102719.9	09-Nov-12
31679	46272A	India	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	4264/CHENP/2014	09-Nov-12
31679	46272A	Indonesia	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	P00201403426	09-Nov-12
31679	46272A	Israel	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	232446	09-Nov-12
31679	46272A	Japan	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	2014-541340	09-Nov-12
31679	46272A	Malaysia	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	PI2014001363	09-Nov-12
31679	46272A	Mexico	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	MX/a/2014/005723	09-Nov-12
31679	46272A	New Zealand	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	624616	09-Nov-12
31679	46272A	Philippines	Elhofy et al.	Kit Comprising Serum Replacement And	1-2014-501019	09-Nov-12

Client	Matter					
No.	No.	Country	Inventor	Title	Appl. No.	Filed
				Labile Factors		
31679	46272A	Singapore	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	11201402108Y	09-Nov-1
31679	46272A	South Africa	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	2014/03352	09-Nov-1
31679	46272A	South Korea	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	10-2014-7015315	09-Nov-1
31679	46272A	United States	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	13/673739	09-Nov-1
31679	46272A	Vietnam	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	1-2014-01917	09-Nov-1
31679	47561	Argentina	Elhofy et al.	Media for Cell Culture	P140104810	19-Dec-14
31679	47561	Australia	Elhofy et al.	Media for Cell Culture	2014364368	19-Dec-14
31679	47561	Brazil	Elhofy et al.	Media for Cell Culture	BR112016014488-0	19-Dec-1
31679	47561	Canada	Elhofy et al.	Media for Cell Culture	2934487	19-Dec-1
31679	47561	Chile	Elhofy et al.	Media for Cell Culture	201601553	19-Dec-1
31679	47561	China	Elhofy et al.	Media for Cell Culture	201480075947.7	19-Dec-1
31679	47561	Eurasian Patent Office	Elhofy et al.	Media for Cell Culture	201691297	19-Dec-1
31679	47561	European Patent Office	Elhofy et al.	Media for Cell Culture	14870754.0	19-Dec-1
31679	47561	India	Elhofy et al.	Media for Cell Culture	201647023899	19-Dec-1
31679	47561	Israel	Elhofy et al.	Media for Cell Culture	246262	19-Dec-1
31679	47561	Japan	Elhofy et al.	Media for Cell Culture	2016-560860	19-Dec-1
31679	47561	Malaysia	Elhofy et al.	Media for Cell Culture	PI2016001140	19-Dec-1
31679	47561	Mexico	Elhofy et al.	Media for Cell Culture	MX/a/2016/008251	19-Dec-1
31679	47561	Singapore	Elhofy et al.	Media for Cell Culture	11201604994U	19-Dec-1
31679	47561	South Korea	Elhofy et al.	Media for Cell Culture	10-2016-7019241	19-Dec-1
31679	47561	Taiwan	Elhofy et al.	Media for Cell Culture	103144675	19-Dec-1
31679	47561	United States	Elhofy et al.	Media for Cell Culture	14/577414	19-Dec-1-

#### PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made by and between Essential Pharmaceuticals, LLC, a Delaware limited liability company ("Assignor"), and Bio-Ess Laboratories, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Contribution Agreement effective as of December 16, 2016 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor agreed to assign to Assignee certain of Assignor's assets, which include the patents and patent applications in Exhibit A ("Patents").

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby, without reservation:

- 1. Irrevocably sells, assigns and transfers to Assignee, its successors and assigns its entire right, title and interest, both legal and equitable, throughout the world, in and to the Patents, as well all provisionals, continuations, continuations-in-part, and divisionals claiming priority thereto, all patents issuing therefrom, including all rights of priority, any reexaminations and reissues, as well as extensions of or supplementary protection certificates on any of the foregoing (the "Patent Rights"). This Assignment includes any rights of Assignee to sue for and retain damages for past, present and future infringement and seek other remedies for infringement of the Patents Rights.
- 2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any similar office anywhere in the world, to issue or transfer all the Patent Rights to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of \_\_\_\_\_.

#### **ESSENTIAL PHARMACEUTICALS, LLC**

#### **BIO-ESS LABORATORIES, LLC**

Allan Weber, Chief Executive Officer

12/19/16 Date

Francis X. Wentworth, Authorized Person

Date



STATE OF <u>NEW FEYS</u>) COUNTY OF <u>HEICER</u> ) SS.

On this 1 day of December, 2016, there appeared before me Allan Weber, known to me, who stated he signed this Assignment as a voluntary act and deed.

WELLS FARGO BANK, N.A. aton-Hopswell Votary Public STAZZÉ OF ) ) SS. COUNTY OF )

On this \_\_\_\_\_ day of December, 2016, there appeared before me Francis X. Wentworth, Jr., known to me, who stated he signed this Assignment as a voluntary act and deed.

Notary Public

PATENT REEL: 041128 FRAME: 0641

## SCHEDULE A

Client	Matter	Country	Inventor	Title	Appel No.	F11- J
No. 31679	No. 46272A	Country Australia	Inventor Elhofy et al.	Title	Appl. No. 2012335070	Filed
51079	40272A	Australia	Emory et al.	Kit Comprising Serum Replacement And Labile Factors	2012335070	09-Nov-12
31679	46272A	Brazil	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	BR112014011414-5	09-Nov-12
31679	46272A	Canada	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	2854780	09-Nov-12
31679	46272A	Chile	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	01181-2014	09-Nov-12
31679	46272A	China	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	201280057698.X	09-Nov-12
31679	46272A	Eurasian Patent Office	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	201490945	09-Nov-12
31679	46272A	European Patent Office	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	12847737.9	09-Nov-12
31679	46272A	Hong Kong	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	15102719.9	09-Nov-12
31679	46272A	India	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	4264/CHENP/2014	09-Nov-12
31679	46272A	Indonesia	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	P00201403426	09-Nov-12
31679	46272A	Israel	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	232446	09-Nov-12
31679	46272A	Japan	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	2014-541340	09-Nov-12
31679	46272A	Malaysia	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	PI2014001363	09-Nov-12
31679	46272A	Mexico	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	MX/a/2014/005723	09-Nov-12
31679	46272A	New Zealand	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	624616	09-Nov-12
31679	46272A	Philippines	Elhofy et al.	Kit Comprising Serum Replacement And	1-2014-501019	09-Nov-12

## PATENT REEL: 041128 FRAME: 0642

Client	Matter					
No.	No.	Country	Inventor	Title	Appl. No.	Filed
				Labile Factors		
31679	46272A	Singapore	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	11201402108Y	09-Nov-12
31679	46272A	South Africa	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	2014/03352	09-Nov-12
31679	46272A	South Korea	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	10-2014-7015315	09-Nov-12
31679	46272A	United States	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	13/673739	09-Nov-12
31679	46272A	Vietnam	Elhofy et al.	Kit Comprising Serum Replacement And Labile Factors	1-2014-01917	09-Nov-12
31679	47561	Argentina	Elhofy et al.	Media for Cell Culture	P140104810	19-Dec-14
31679	47561	Australia	Elhofy et al.	Media for Cell Culture	2014364368	19-Dec-14
31679	47561	Brazil	Elhofy et al.	Media for Cell Culture	BR112016014488-0	19-Dec-14
31679	47561	Canada	Elhofy et al.	Media for Cell Culture	2934487	19-Dec-14
31679	47561	Chile	Elhofy et al.	Media for Cell Culture	201601553	19-Dec-14
31679	47561	China	Elhofy et al.	Media for Cell Culture	201480075947.7	19-Dec-14
31679	47561	Eurasian Patent Office	Elhofy et al.	Media for Cell Culture	201691297	19-Dec-14
31679	47561	European Patent Office	Elhofy et al.	Media for Cell Culture	14870754.0	19-Dec-14
31679	47561	India	Elhofy et al.	Media for Cell Culture	201647023899	19-Dec-14
31679	47561	Israel	Elhofy et al.	Media for Cell Culture	246262	19-Dec-14
31679	47561	Japan	Elhofy et al.	Media for Cell Culture	2016-560860	19-Dec-14
31679	47561	Malaysia	Elhofy et al.	Media for Cell Culture	PI2016001140	19-Dec-14
31679	47561	Mexico	Elhofy et al.	Media for Cell Culture	MX/a/2016/008251	19-Dec-14
31679	47561	Singapore	Elhofy et al.	Media for Cell Culture	11201604994U	19-Dec-14
31679	47561	South Korea	Elhofy et al.	Media for Cell Culture	10-2016-7019241	19-Dec-14
31679	47561	Taiwan	Elhofy et al.	Media for Cell Culture	103144675	19-Dec-14
31679	47561	United States	Elhofy et al.	Media for Cell Culture	14/577414	19-Dec-14

ĺ.