

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4567514

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OMNI BIO PHARMACEUTICAL, INC.	06/23/2015
RECEIVING PARTY DATA	
Name:	ADVENT BIO HOLDINGS, LLC.
Street Address:	262 EAST MOUNTAIN AVE.
City:	FORT COLLINS
State/Country:	COLORADO
Postal Code:	80524
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14994317
Application Number:	14004057
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	colleen.kline@faegrebd.com
Correspondent Name:	FAEGRE BAKER DANIELS LLP
Address Line 1:	2200 WELLS FARGO CENTER
Address Line 2:	90 S. SEVENTH STREET
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	507751.127
NAME OF SUBMITTER:	ROBERTA J. HANSON
SIGNATURE:	/Roberta J. Hanson/
DATE SIGNED:	08/25/2017
Total Attachments: 18	
source=Advent Assignment#page1.tif	
source=Advent Assignment#page2.tif	
source=Advent Assignment#page3.tif	
source=Advent Assignment#page4.tif	
source=Advent Assignment#page5.tif	

source=Advent Assignment#page6.tif
source=Advent Assignment#page7.tif
source=Advent Assignment#page8.tif
source=Advent Assignment#page9.tif
source=Advent Assignment#page10.tif
source=Advent Assignment#page11.tif
source=Advent Assignment#page12.tif
source=Advent Assignment#page13.tif
source=Advent Assignment#page14.tif
source=Advent Assignment#page15.tif
source=Advent Assignment#page16.tif
source=Advent Assignment#page17.tif
source=Advent Assignment#page18.tif

ASSIGNMENT AGREEMENT AND COVENANT NOT TO SUE

This Assignment Agreement and Covenant Not To Sue (the "Agreement") is made as of the date set forth on the signature page hereto in Denver, Colorado by and between Omni Bio Pharmaceutical, Inc., a publicly traded Colorado corporation (the "Company") and Bohemian Investments, LLC, a Colorado limited liability company ("Bohemian"). The Company and Bohemian are sometimes hereinafter referred to collectively as the "Parties".

Recitals

BSE

NOW THEREFORE, for the following bargained for consideration, including the agreements set forth below, the receipt and sufficiency of which the Parties hereby acknowledge as good and sufficient consideration;

The Parties hereby agree as follows:

1. The facts, circumstances, and transactions recounted in recital paragraphs A through F, inclusive, are true and correct.

2. On the date this Agreement is executed, the Company shall assign to Advent Bio Holdings LLC ("Advent"), Bohemian's designee, the Assets in forms substantially similar to Exhibits A and B to this Agreement (the "Assignment").

COMPANY:

Omni Bio Pharmaceutical, Inc.,
a publicly traded Colorado corporation

By: Emile E. Schneider
Name: EMILE E. SCHNEIDER
Its: CHIEF EXECUTIVE OFFICER

BOHEMIAN:

Bohemian Investments, LLC,
a Colorado limited liability company

By: Joseph C. Zimlich
Name: JOSEPH C. ZIMLICH
Its: Managing Member, Sole Member
BOCO Holdings, LLC

EXHIBIT A

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") is made effective 7:00 A.M. Mountain Time on the 23rd day of June 2015 ("Effective Date"), by and between **Omni Bio Pharmaceutical, Inc.**, a Colorado corporation (the "Assignor"), and **Advent Bio Holdings, LLC**, a Colorado limited liability company (the "Assignee"), each, a "Party," and collectively, the "Parties."

For and in consideration of _____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby grants, bargains conveys, sells, assigns, and transfers unto the Assignee all of the Assignor's right, title and interest in and to the assets of the Company described on Schedule A, attached hereto and incorporated herein (the "Assets").

This Assignment is made without recourse.

2. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.
3. This Assignment is made subject to the terms and conditions of all agreements which affect the Assets, including, but not limited to, the terms and conditions of the Assignment Agreement entered into between the Parties on the date of this Assignment (the "Assignment Agreement").

TO HAVE AND TO HOLD all right, title and interest of Assignor in and to the Assets unto Assignee forever.

[INTENTIONALLY LEFT BLANK -- SIGNATURE PAGES TO FOLLOW]

BSC

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

STATE OF PENNSYLVANIA)

CITY OF WEST CHESTER ss.

COUNTY OF CHESTER)

ASSIGNOR: OMNI BIO PHARMACEUTICALS, INC.

Dated:

JUNE 23, 2015

Bruce E. Schneider

(signature)

Place:

WEST CHESTER, PA.

By:

BRUCE E. SCHNEIDER

(printed name of authorized agent of assignor)

Its:

CHIEF EXECUTIVE OFFICER

(title)

Before me, a Notary Public in and for said County and State, personally appeared the identified representative of the Assignor, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 23rd day of JUNE, 2015.

Claudine Spiron

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CLAUDINE SPIRON, NOTARY PUBLIC
EAST GOSHEN TWP., CHESTER COUNTY
MY COMMISSION EXPIRES FEB. 15, 2016

My Commission Expires: FEBRUARY 15, 2016

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor. IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date set forth below

STATE OF COLORADO)

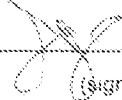
CITY OF) ss

COUNTY OF)

ASSIGNEE: ADVENT BIO HOLDINGS, LLC

Dated:

4/23/15


(signature)

Place:

262 East Mountain Dr.
Fort Collins, CO 80524

By:

Joseph C. ZIMLICH

(printed name of authorized agent of assignee)

Its:

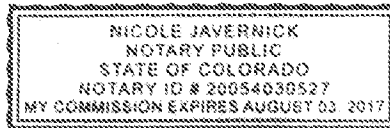
Manager of BICO Holdings, LLC
The sole member of BICO Holdings, LLC
Its sole member

Before me, a Notary Public in and for said County and State, personally appeared the identified representative of the Assignee, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 23rd day of June, 2015.



Notary Public



My Commission Expires: 8/3/17

754

EXHIBIT B

PATENT ASSIGNMENT

PATENT ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

Assignor:

Omni Bio Pharmaceutical, Inc.
181 W. Boardwalk Drive, Suite 202
Fort Collins, Colorado 80525
United States

State of Incorporation: Colorado

Assignee:

Advent Bio Holdings, LLC
262 East Mountain Avenue
Fort Collins, Colorado 80524
United States

State of Incorporation: Colorado

PATENT(S) AND PATENT APPLICATION(S) SUBJECT TO THE ASSIGNMENT:

See Schedule 1 attached hereto.

WHEREAS, the Assignor identified above, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, is a co-owner of all right, title, and interest in and to one or more new and useful processes, methods, machines, devices, systems, manufactures, and/or compositions of matter, or new and useful improvements thereof (the "Inventions"), disclosed and described in the issued Patents and the Patent Applications indicated and identified above and in Schedule 1; and

WHEREAS, Assignee identified above, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire the right, title, and interest of Assignor in and to the Inventions, the Patents, the Patent Applications, and in, and to, and under any and all Letters Patent to be obtained therefor including international, foreign and domestic;

NOW, THEREFORE, for and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to the Assignee, its successors, legal representatives, and assigns, the right, title and interest of Assignor in and to the Inventions, the Patents, the Patent Applications, and all divisional, continuation, continuation-in-part, and continuing prosecution applications that claim priority thereto, and any reexamination and reissue applications thereof; all international, regional, and foreign applications that claim priority to, are counterparts of, or otherwise correspond thereto; the Letters Patent, both in the United States and in countries or regions foreign thereto, that may or shall issue or have issued therefrom; any extensions, substitutes, or renewals thereof, the right to claim priority to the filing date of the Patent Applications; any right, title, or interest in and to the Inventions under any international conventions; and any and all rights to collect past damages for infringement of any provisional rights and of any and all Letters Patent of the United States and any countries and regions

1 of 7

Parties' Initials

Yfsh /

1844-8201-60362

foreign thereto which may be, shall be, or have been published, which may be, shall be, or have been granted, or which may be lodged (collectively "the Patent Rights"); and

Assignor, as co-owner, further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing dates of the Patent Applications and otherwise take advantage of the provisions of any international conventions as deemed appropriate per co-ownership, and

Assignor hereby authorizes and requests transfer of the Patents, the Patent Applications, and any further applications co-owned by Assignor, which may be or shall have been filed under the Patent Rights, to the Assignee as a co-owner in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing patents or other evidence or forms of any industrial property protection issuing from the Patent Applications and all related applications, to issue same to the Assignee, its successors, and assigns in accordance herewith as a co-Assignee in the interest thereof; and

Assignor represents and warrants that Assignor is a co-owner and has right, title, and authority to execute this Assignment and to convey its right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter its Patent Rights to a third party, and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations; and

Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute such additional writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Patent Rights, including giving testimony in any proceedings or transactions involving such Patent Rights as a co-owner in such Patent Rights thereof; and

Assignor further covenants and agrees that this Assignment is effective as of the date of execution of this document by Assignor's representative below.

2 of 7

Parties' Initials

856, _____

4844-8201-60362

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

STATE OF ~~COLORADO~~ PENNSYLVANIA
CITY OF ~~WEST CHESTER~~ ss.
COUNTY OF ~~CHESTER~~)

ASSIGNOR: OMNI BIO PHARMACEUTICAL, INC.

Dated: JUNE 23, 2015

Bruce E. Schneider
(signature)

Place: WEST CHESTER, PA

By: BRUCE E. SCHNEIDER
(printed name of authorized agent of assignor)

Its: CHIEF EXECUTIVE OFFICER
(title)

Before me, a Notary Public in and for said County and State, personally appeared the identified representative of the Assignor, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 23rd day of JUNE, 2015.

Claudine Spiron

Notary Public

My Commission Expires: FEBRUARY 15, 2016

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CLAUDINE SPIRON, NOTARY PUBLIC
EAST COCHEN TWP., CHESTER COUNTY
MY COMMISSION EXPIRES FEB. 15, 2016

3 of 7

Parties' Initials

BES

4844-8201-603602

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date set forth below.

STATE OF COLORADO)
CITY OF) ss.
COUNTY OF)

ASSIGNEE: ADVENT BIO HOLDINGS, LLC

Dated: 6/23/15

(signature)

Place: 262 East Mountain Ave By Joseph C. ZIMMICH
Fort Collins, CO 80524 (printed name of authorized agent of assignee)

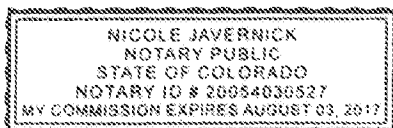
Its: Manager of Advent Bio Holdings, LLC
The sole member of Bohemian Lasertron, LLC
its sole member

Before me, a Notary Public in and for said County and State, personally appeared the identified representative of the Assignee, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 23rd day of June, 2015.

Notary Public

My Commission Expires: 8/3/17



4 of 7

Parties' Initials

8/2/1

4844-8201-60362

SCHEDULE 1

to Patent Assignment between
Omni Bio Pharmaceutical, Inc.
and
Advent Bio Holdings, LLC

Serial Number.....61/500,795
Filing Date..... 24 June 2011
Title: Compositions, Methods and Uses for Recombinant Alpha-1
Antitrypsin

Foreign Jurisdiction.....Patent Cooperation Treaty
Serial Number..... PCT/US2012/043869
Filing Date.....22 June 2012
Title: Compositions, Methods and Uses for Alpha-1 Antitrypsin
Fusion Molecules

5 of 7

Parties' Initials

Bas / _____

1844-8291-60362

Serial Number.....14/125,135
Filing Date..... 22 June 2012
Title: Compositions, Methods and Uses for Alpha-1 Antitrypsin
Fusion Molecules

Foreign Jurisdiction.....Japan
Serial Number..... 2014-519852
Filing Date.....22 June 2012
Title: Compositions, Methods and Uses for Alpha-1 Antitrypsin
Fusion Molecules

6 of 7

4244-8201-60362

Parties' Initials

B/S

7 of 7

4244-8201-60362

Parties' Initials

YK /