

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4713928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HANS LIAO	05/09/2014
CHRISTOPHER PATRICK MERCOGLIANO	05/09/2014
TRAVIS ROBERT WOLTER	05/16/2014
MICHAEL TAI MAN LOUIE	05/29/2014
WENDY KATHLEEN RIBBLE	05/13/2014
TANYA LIPSCOMB	05/09/2014
EILEEN COLIE SPINDLER	05/12/2014
MICHAEL D. LYNCH	06/11/2007
RECEIVING PARTY DATA	
Name:	OPX BIOTECHNOLOGIES, INC.
Street Address:	2425 55TH STREET
Internal Address:	SUITE 100
City:	BOULDER
State/Country:	COLORADO
Postal Code:	80301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15269382
CORRESPONDENCE DATA	
Fax Number:	(952)742-6349
<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:	PATENT_DOCKETING@CARGILL.COM
Correspondent Name:	CARGILL, INCORPORATED
Address Line 1:	15407 MCGINTY ROAD WEST
Address Line 2:	MAIL STOP 24
Address Line 4:	WAYZATA, MINNESOTA 55391
ATTORNEY DOCKET NUMBER:	N00354-US-CNT
NAME OF SUBMITTER:	JANAN ABED

SIGNATURE:	/janan abed/
DATE SIGNED:	12/01/2017
Total Attachments: 15 source=N00354US01 - EXECUTED ASSIGNMENT#page1.tif source=N00354US01 - EXECUTED ASSIGNMENT#page2.tif source=N00354US01 - EXECUTED ASSIGNMENT#page3.tif source=Lynch Assignment#page1.tif source=Lynch Assignment#page2.tif source=Lynch Assignment#page3.tif source=Lynch Assignment#page4.tif source=Lynch Assignment#page5.tif source=Lynch Assignment#page6.tif source=Lynch Assignment#page7.tif source=Lynch Assignment#page8.tif source=Lynch Assignment#page9.tif source=Lynch Assignment#page10.tif source=Lynch Assignment#page11.tif source=Lynch Assignment#page12.tif	

WHEREAS, the undersigned:

- | | | | |
|---|--|--|---|
| 1. LIAO, Hans
Superior, CO | 2. MERCOGLIANO, Christopher Patrick
Minneapolis, MN | 3. WOLTER, Travis Robert
Denver, CO | 4. LOUIE, Michael Tai Man
Broomfield, CO |
| 5. RIBBLE, Wendy Kathleen
Arvada, CO | 6. LIPSCOMB, Tanya
Boulder, CO | 7. SPINDLER, Eileen Colie
Lafayette, CO | 8. LYNCH, D. Michael
Durham, NC |

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

ACETYL-COA CARBOXYLASES

for which application serial number 14/215,379 was filed on March 17, 2014 in the United States Patent Office;

(hereinafter, "Application(s)". The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, OPX Biotechnologies, Inc., a corporation of the State of Delaware, having a place of business at 2425 55th St. Suite 100 Boulder, CO 80301, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: <u>5/19/2014</u> _____ Hans Liao	Date: _____ _____ Christopher Patrick Mercogliano
Date: <u>5/15/2014</u> _____ Travis Robert Wolter	Date: <u>5/29/2014</u> _____ Michael Tai Man Louie
Date: <u>5/15/14</u> _____ Wendy Kathleen Ribble	Date: <u>9/11/2014</u> _____ Tanya Lipscomb

PATENT ASSIGNMENT

Docket Number 34246-786,201

WHEREAS, the undersigned:

- | | | | |
|---|--|--|---|
| 1. LIAO, Hans
Superior, CO | 2. MERCOGLIANO, Christopher Patrick
Minneapolis, MN | 3. WOLTER, Travis Robert
Denver, CO | 4. LOUIE, Michael Tai Man
Broomfield, CO |
| 5. RIBBLE, Wendy Kathleen
Arvada, CO | 6. LIPSCOMB, Tanya
Boulder, CO | 7. SPINDLER, Eileen Colie
Lafayette, CO | 8. LYNCH, D. Michael
Durham, NC |

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1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

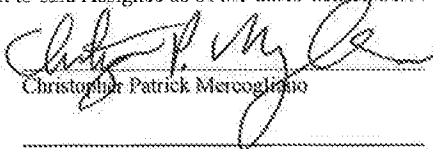
4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____
Hans Liao

Date: 5/9/2014

Christopher Patrick Mercooglio

Date: _____
Travis Robert Wolter

Date: _____
Michael Tai Man Louie

Date: _____
Wendy Kathleen Ribble

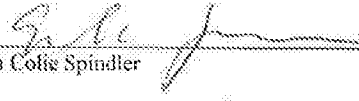
Date: _____
Tanya Lipscomb

PATENT ASSIGNMENT

Docket Number 34246-786.201

Date: 05/12/2014

Eileen Colis Spindler



Date:

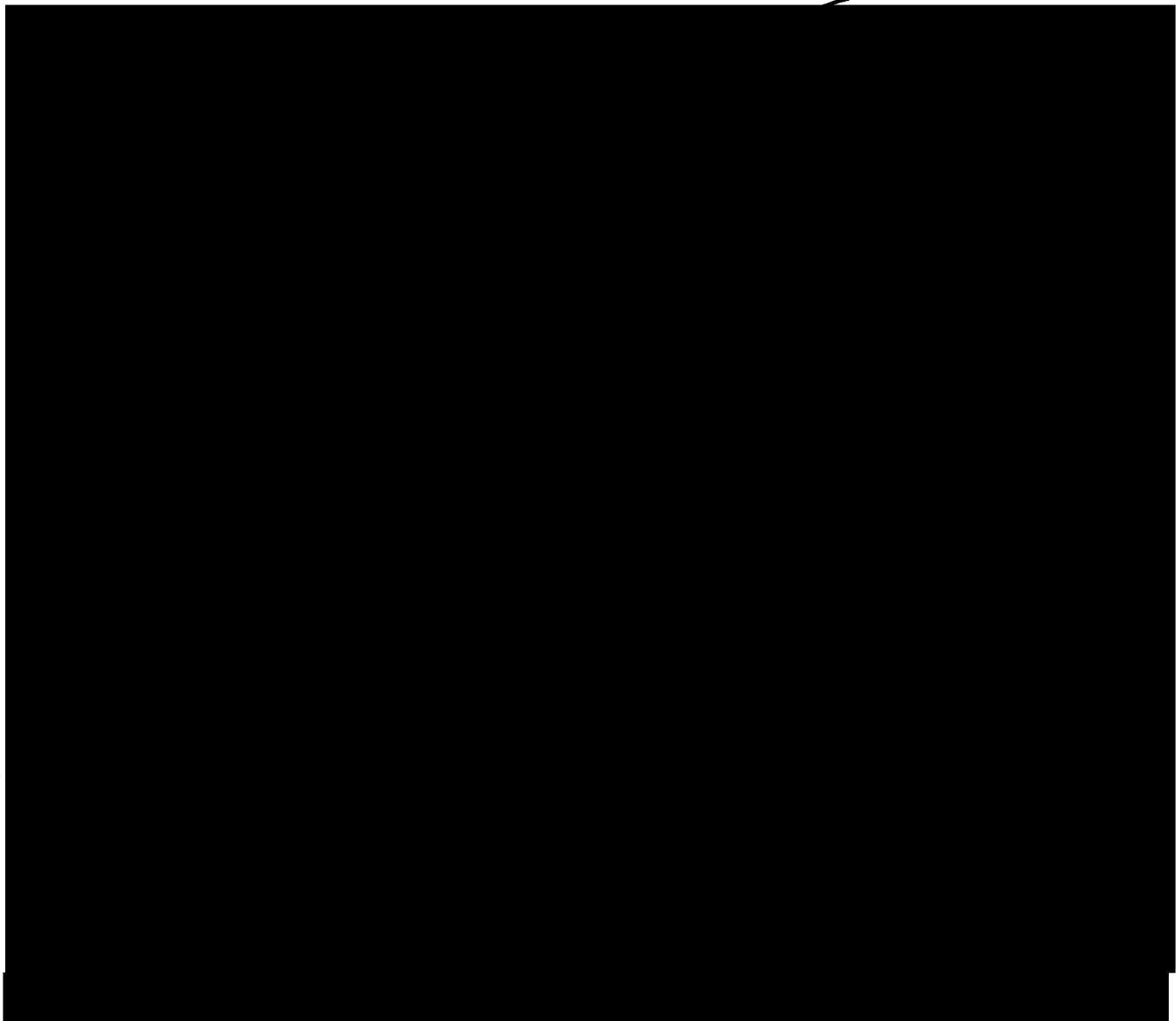
Michael D. Lynch

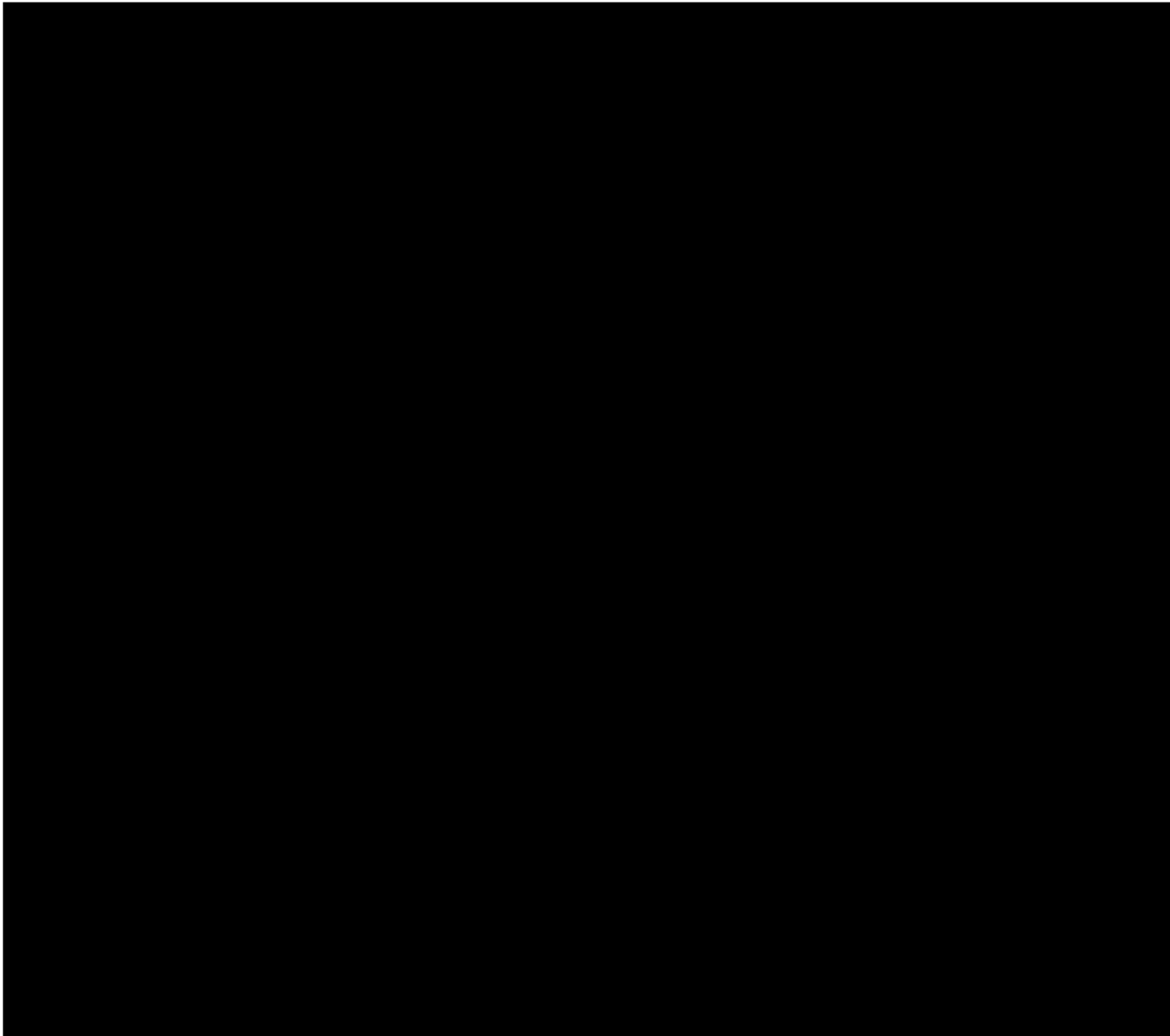
Lynch



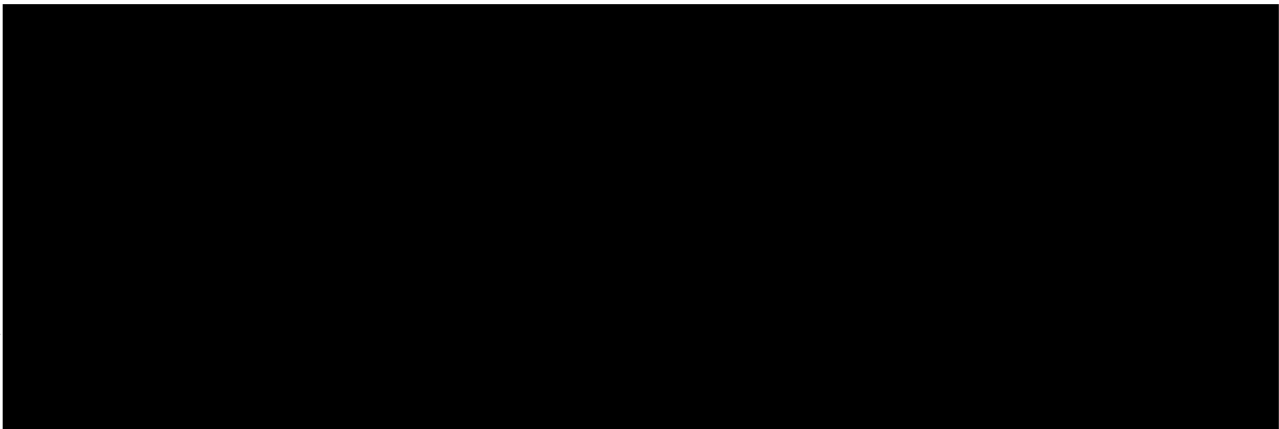
**OPX BIOTECHNOLOGIES, INC.
AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT
AND ARBITRATION AGREEMENT**

As a condition of my employment with OPX Biotechnologies, Inc., its subsidiaries, affiliates, successors or assigns (together the "**Company**"), and in consideration of my receipt of confidential information, my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:





3. *Inventions.*

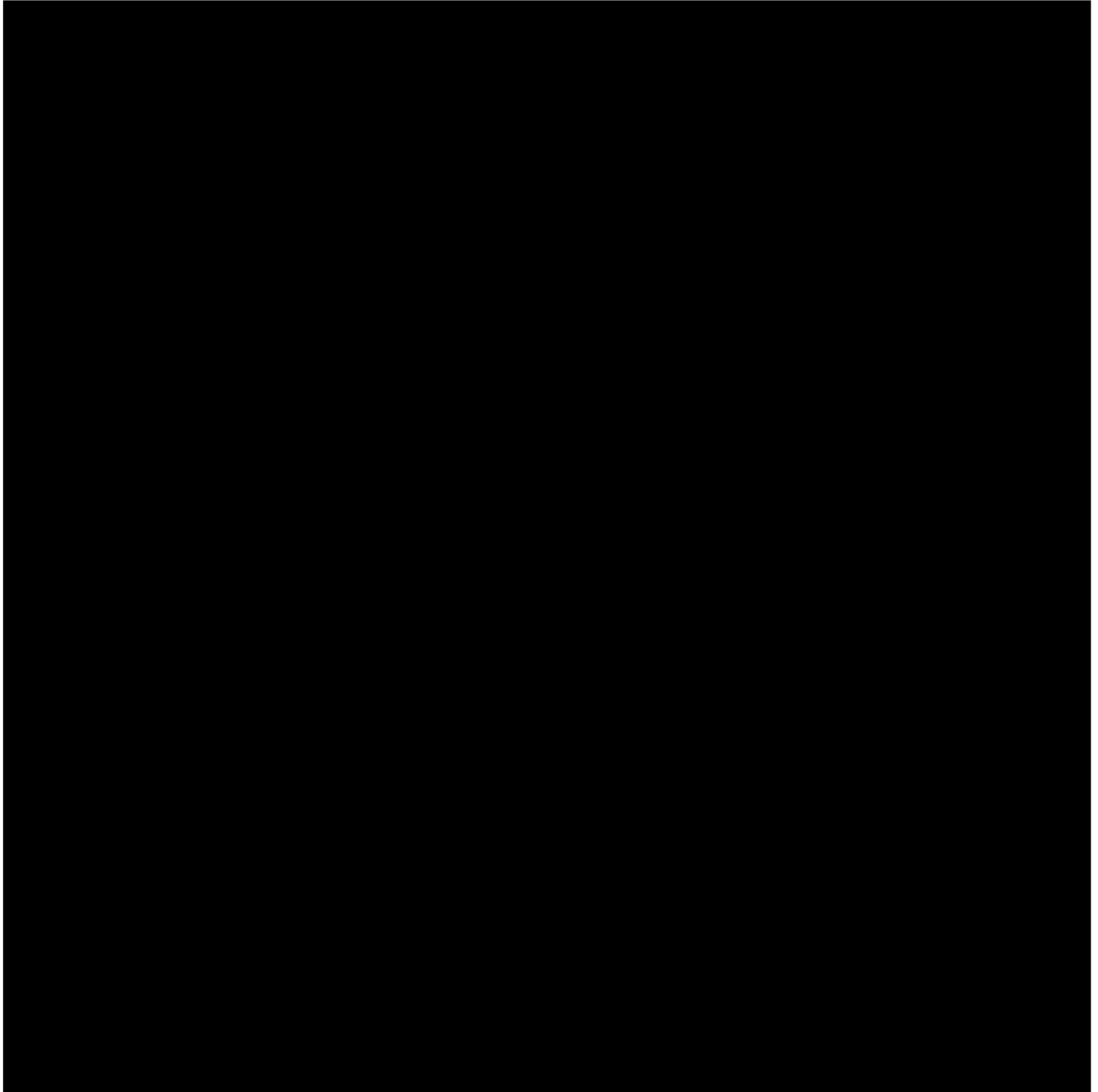


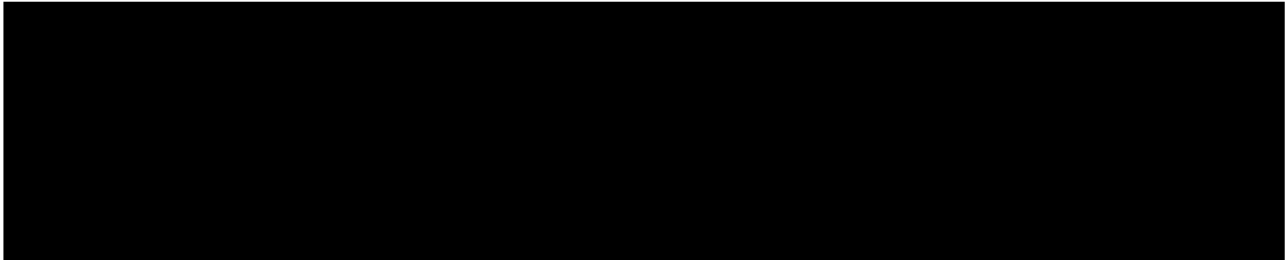
B. *Assignment of Inventions.* I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the time period and within the scope of employment of the Company, or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, except as prohibited by Colorado law (collectively referred to as "Inventions"). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

D. *Patent and Copyright Registrations.* I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions and any rights relating thereto, and testifying in a suit or other proceeding relating to such Inventions and any rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering such Inventions, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute

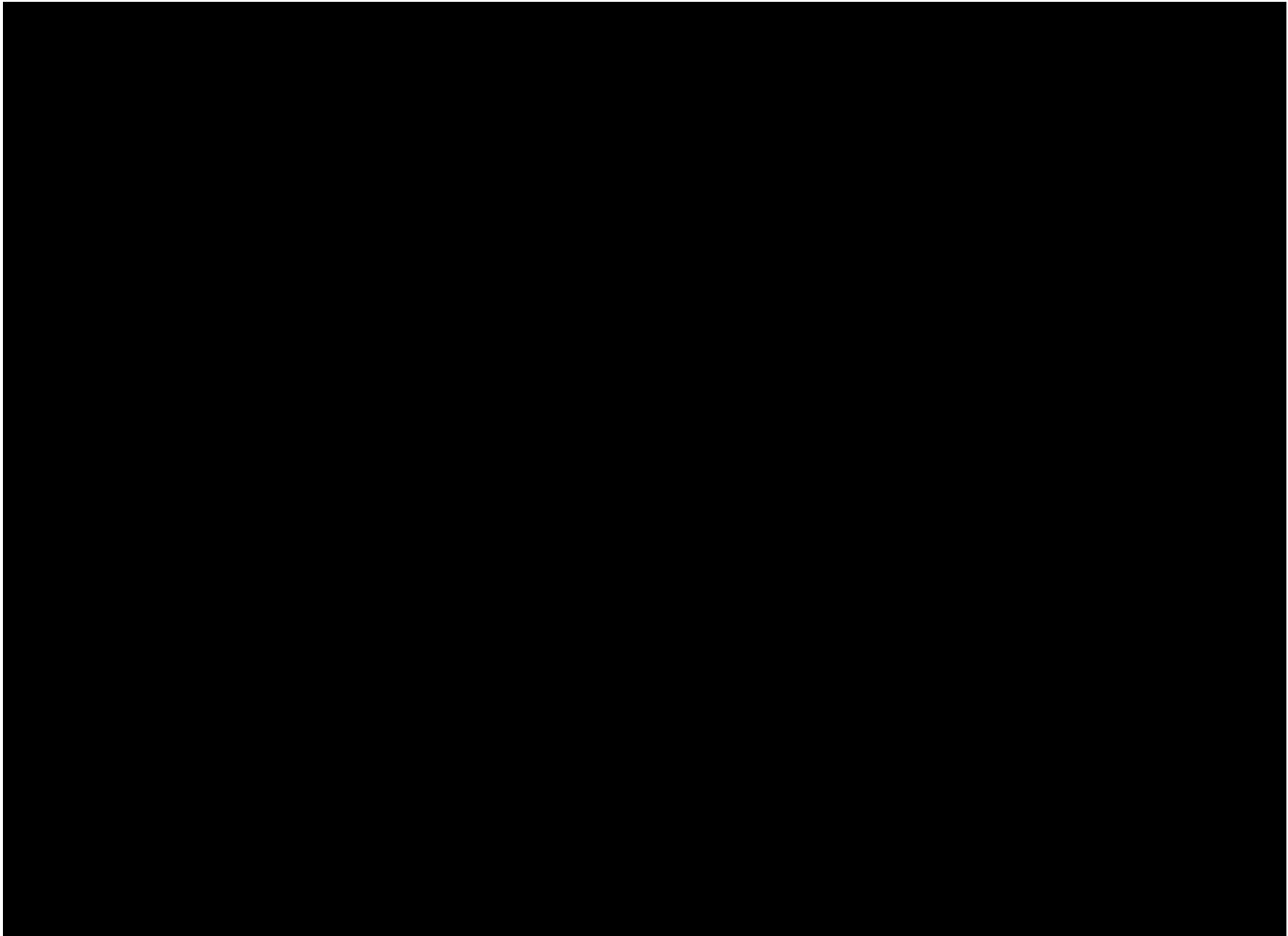
and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by me.

4. *Conflicting Employment.*

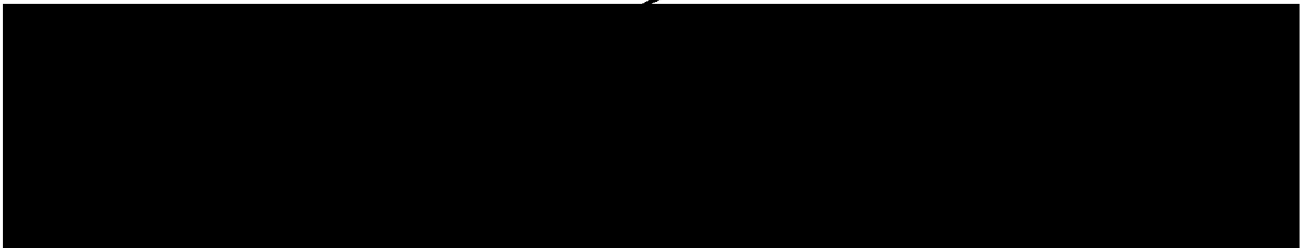


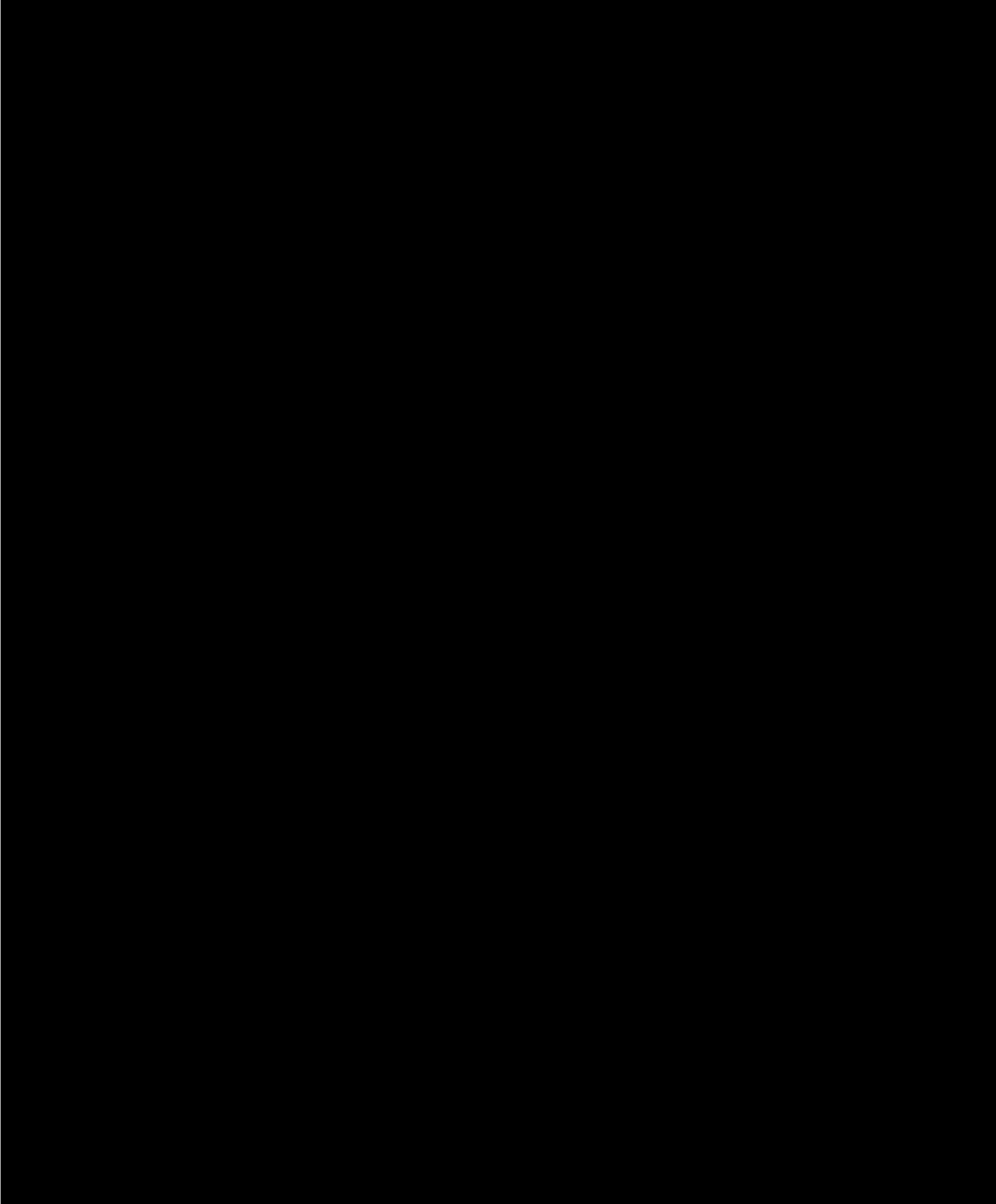


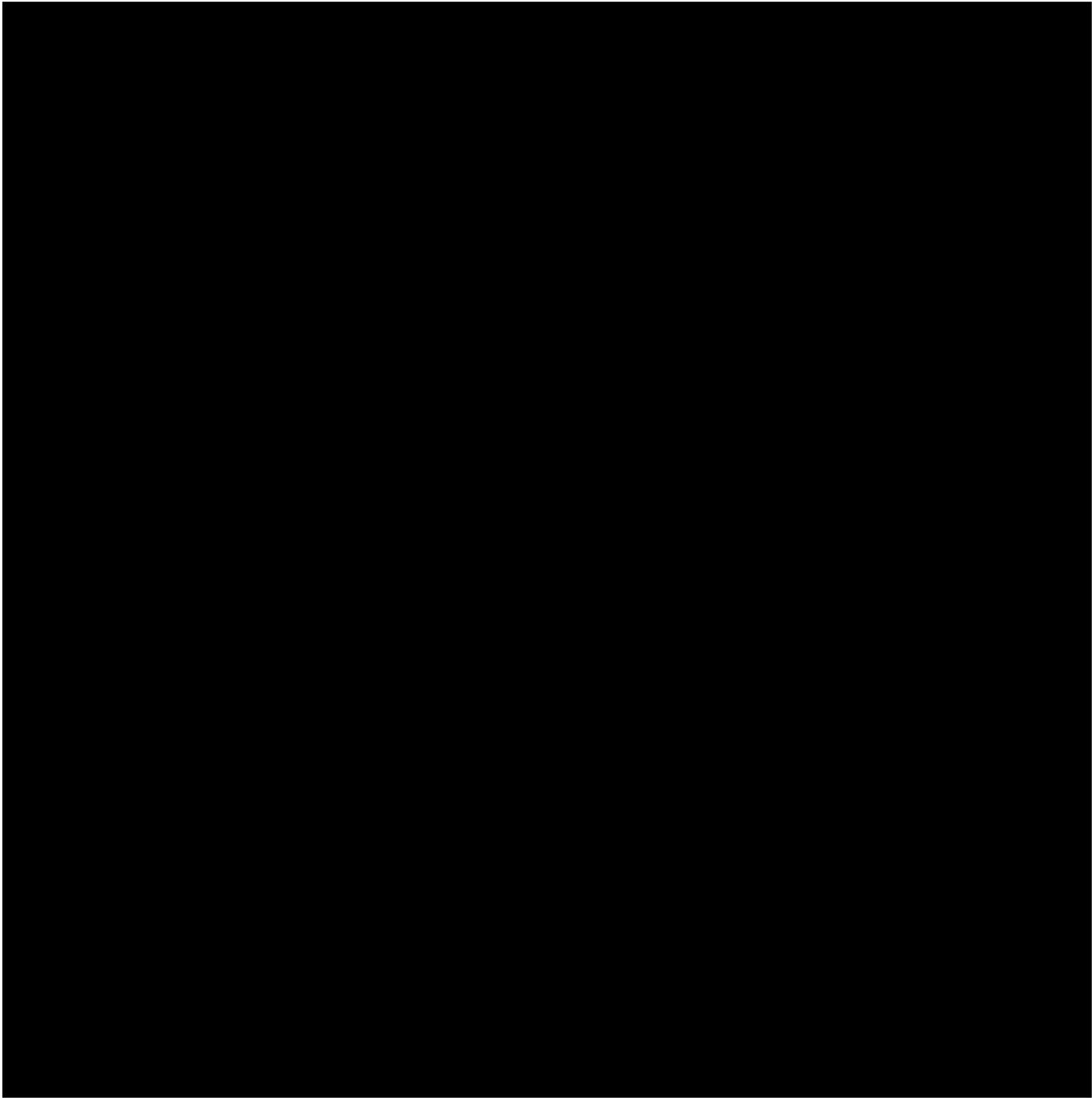
8. *Covenant Not to Compete and No Solicitation.*



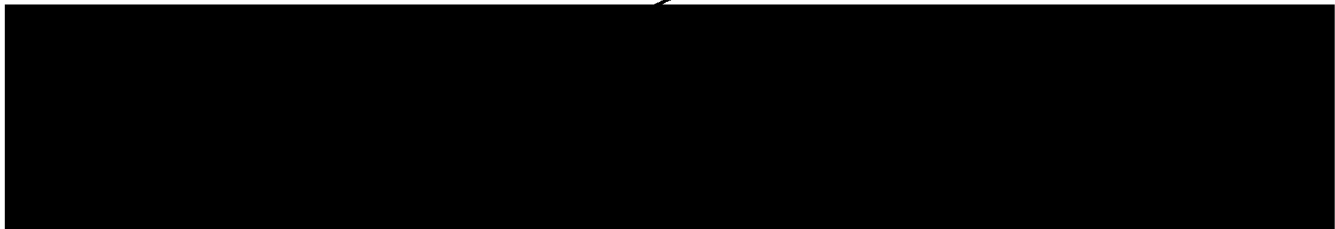
B. *No Solicitation.*

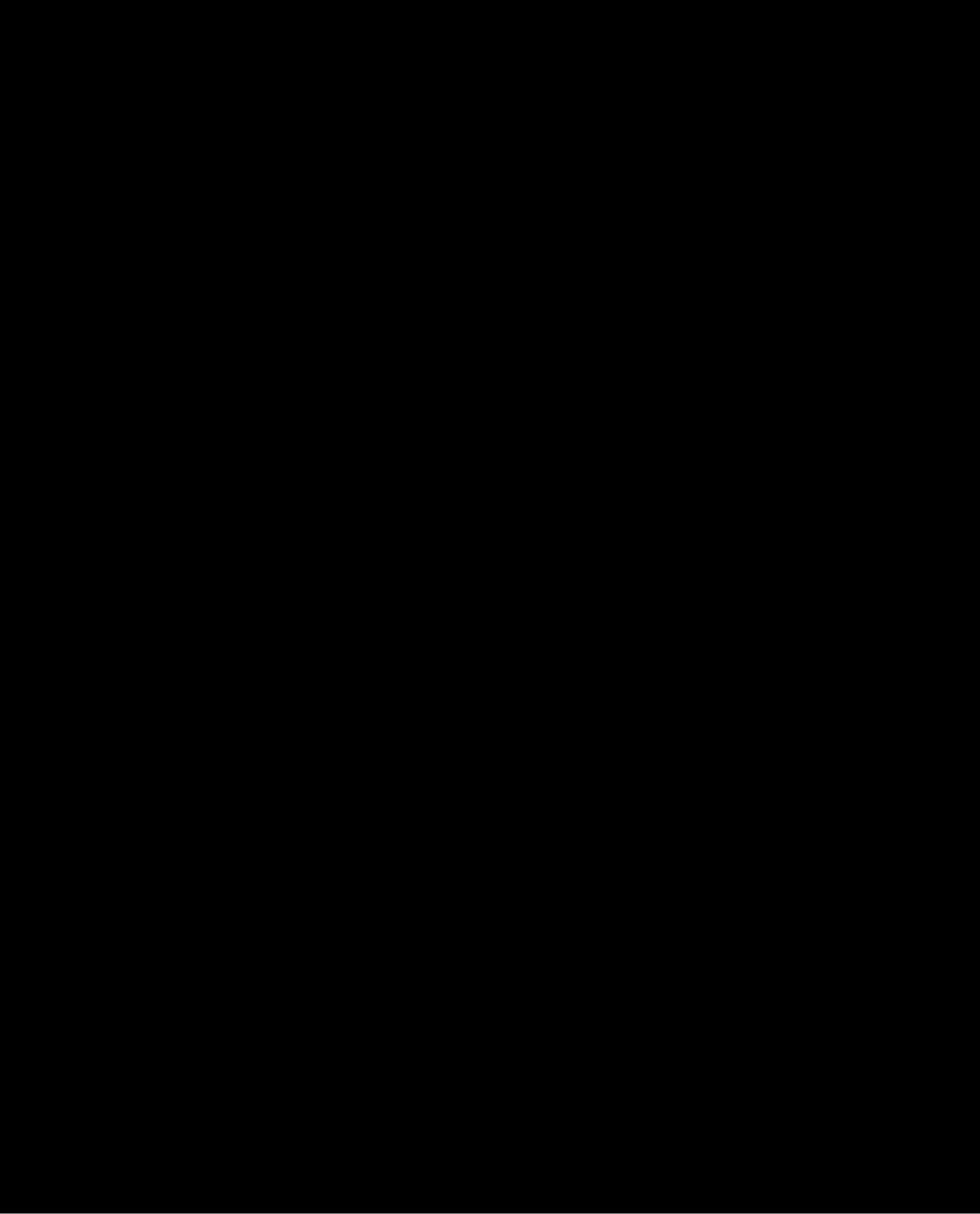


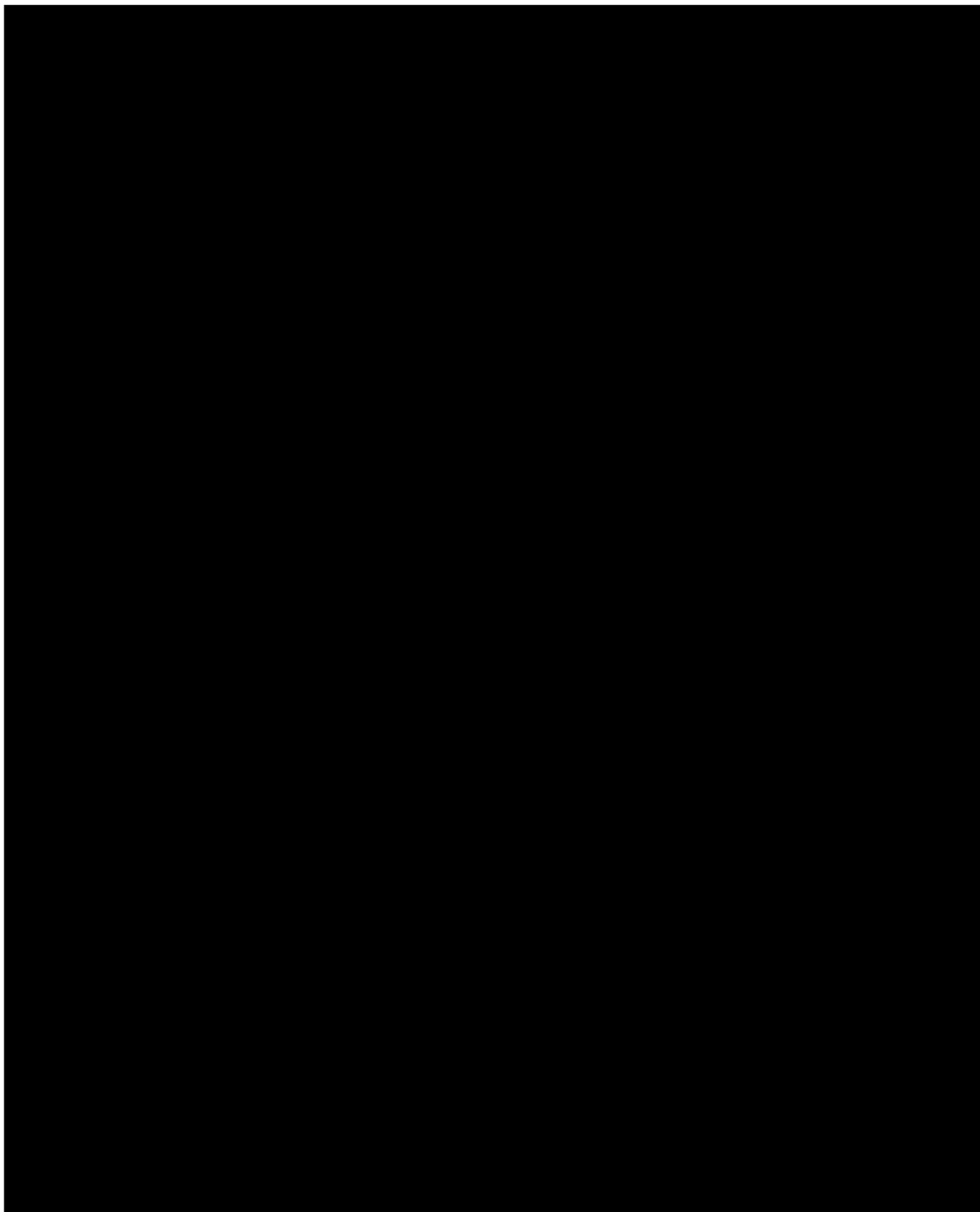




12. *Arbitration and Equitable Relief.*

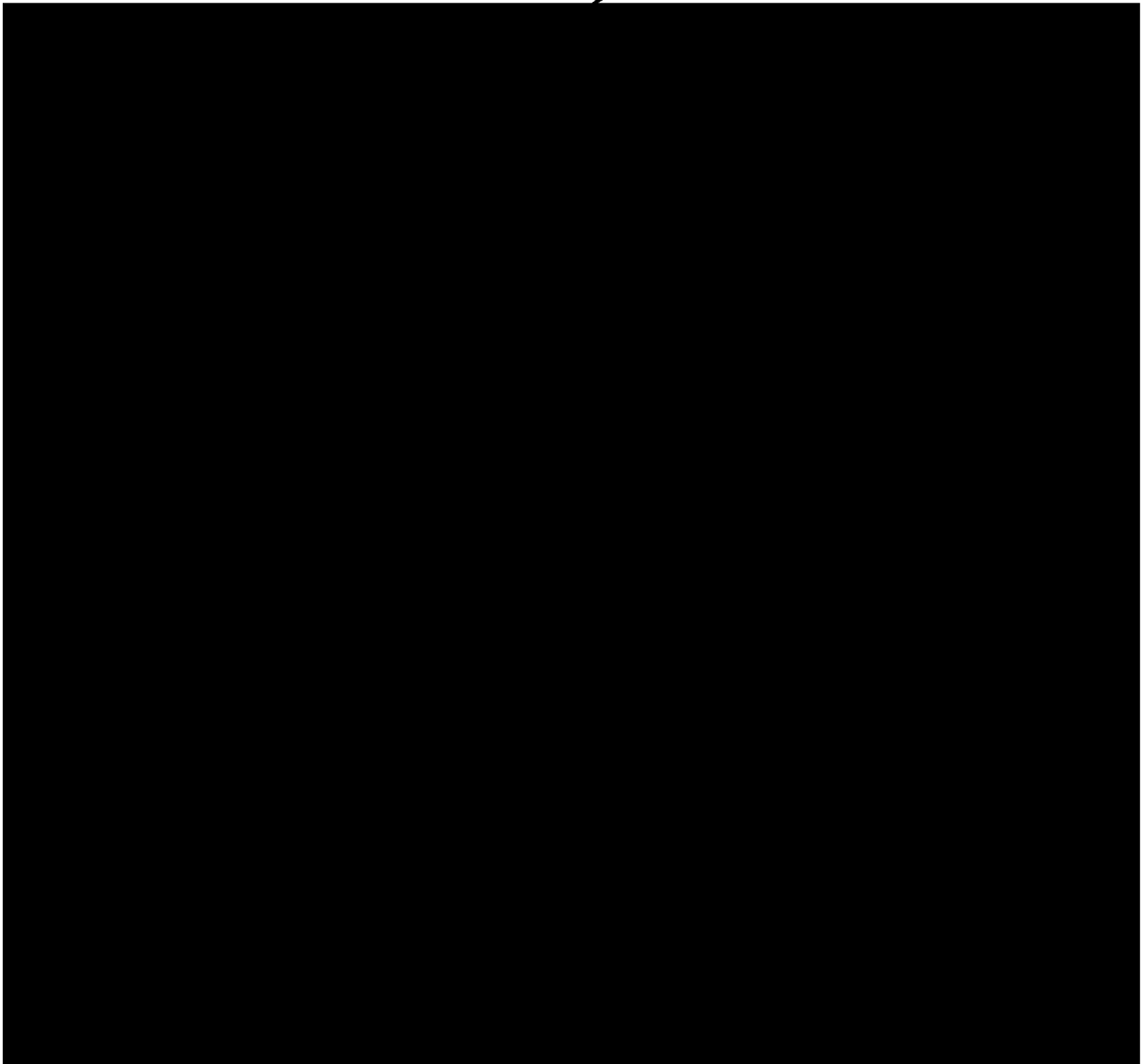









13. *General Provisions.*



Date: 6/11/07


Signature

Michael D. Lynch




Michael D. Lynch

Name of Employee (typed or printed)

Witness:



Signature



Name (typed or printed)



Exhibit A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

Title	Date	Identifying Number or Brief Description
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*All inventions disclosed in CW option agreement + CW.
See option agreement.*

No inventions or improvements

Additional Sheets Attached