# 504728418 01/12/2018

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4775142

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY DA	ΑΤΑ				
		Name	Execution Date		
ORAGENICS, INC.			06/24/2016		
RECEIVING PARTY DA	ТА				
Name:	PROBIOF	RA HEALTH, LLC			
Street Address:	3525 TUF	RTLE CREEK BLVD, 19B			
City:	DALLAS				
State/Country:	TEXAS				
Postal Code:	75219				
PROPERTY NUMBERS	Total: 1	Number 2			
Property Type		Number			
Application Number:	15	582429			
CORRESPONDENCE D		10\042 9259			
Fax Number:	(94	49)943-8358 he e-mail address first: if that is unsucc	cessful, it will be sent		
Fax Number: <i>Correspondence will be</i>	9² e sent to th	49)943-8358 he e-mail address first; if that is unsucc if that is unsuccessful, it will be sent via			
Fax Number: <i>Correspondence will be using a fax number, if µ</i> Phone:	94) e sent to th provided; i 94	h <b>e e-mail address first; if that is unsucc</b> if that is unsuccessful, it will be sent via 9-943-8300			
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#### ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment"), made as of this 24<sup>th</sup> day of June, 2016 (the "Effective Date"), is by and between Oragenics, Inc., a Florida corporation ("Assignor"), and ProBiora Health, LLC a Delaware limited liability company ("Assignee").

#### WITNESSETH:

WHEREAS, Assignor, Assignee, and Christine L. Koski have entered into that certain Asset Purchase Agreement, dated June 22, 2016 (the "Asset Purchase Agreement") pursuant to which Assignee purchased certain assets and liabilities of Assignor used in Assignor's over-thecounter oral probiotic business; and

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the Intellectual Property (as defined in the Asset Purchase Agreement), including but not limited to those (i) patents and patent applications set forth on <u>Exhibit A</u>, and (ii) trademark registrations and applications set forth in <u>Exhibit B</u> hereto; unregistered copyright works identified in <u>Exhibit C</u>; trade secrets identified in <u>Exhibit D</u>; and miscellaneous intellectual property identified in <u>Exhibit E</u>.

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, the Intellectual Property, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for the consideration recited in the Asset Purchase Agreement and the premises, agreements, covenants and provisions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby confirms that it irrevocably sells, assigns, transfers and delivers to Assignee its entire right, title and interest in and to the Intellectual Property, including the Intellectual Property more specifically set forth below, and Assignee hereby accepts all of Assignor's right, title and interest in and to such Intellectual Property.

#### PATENT

2. With respect to the patent rights identified in Exhibit A and the corresponding inventive subject matters, (the "**Patent Rights**"), Assignor irrevocably transfers, conveys and assigns to Assignee, its successors and assigns, in perpetuity, the entire title, right and interest in and to the inventive subject matters, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said inventive subject matters by said applications or any continuations, continuations-in-part, divisionals, renewals, substitutes, reissues or reexaminations thereof, or

any legal equivalent thereof in any foreign country(ies) for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

3. Also with respect to the Patent Rights, Assignor irrevocably transfers, conveys and assigns to Assignee, its successors and assigns, in perpetuity, (a) all common law rights related thereto; and (b) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, including without limitation the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions thereof, to sue for all past, present or future infringements or other violations of any rights thereof, and to settle and retain proceeds from any such actions.

#### **TRADEMARK**

4. With respect to the marks identified in Exhibit B, including any renewals or extensions thereto (the "**Marks**"), Assignor irrevocably transfers, conveys and assigns to Assignee, its successors and assigns, in perpetuity, (a) all right, title and interest, including all goodwill appurtenant thereto; (b) all common law rights related thereto; and (c) and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, including without limitation the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions thereof, to sue for all past, present or future infringements or other violations of any rights thereof, and to settle and retain proceeds from any such actions.

5. Assignee retains no rights to use any of the Marks, agrees to not to challenge the validity of Assignee's ownership in the Marks.

#### **COPYRIGHT**

6. With respect to the works identified in Exhibit C, including any renewals or extensions thereto (collectively the "**Works**"), Assignor irrevocably transfers, conveys and assigns to Assignee, its successors and assigns, in perpetuity, (a) all right, title and interest; (b) all common law rights related thereto; and (c) and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, including without limitation the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions thereof, to sue for all past, present or future infringements or other violations of any rights thereof, and to settle and retain proceeds from any such actions.

7. Assignor retains no rights to use any of the Works, and agrees not to challenge the validity of Assignee's ownership in the Works.

8. Assignor hereby waives any moral rights under any U.S. or International copyright law that it may have in any of the Works.

#### TRADE SECRET

9. Assignor irrevocably transfers, conveys and assigns to Assignee, its successors and assigns, in perpetuity, any and all of the trade secrets identified in Exhibit D.

## PATENT REEL: 044613 FRAME: 0240

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## MISCELLANEOUS INTELLECTUAL PROPERTY

10. Assignor irrevocably transfers, conveys and assigns to Assignee, its successors and assigns, in perpetuity, any and all of the miscellaneous Intellectual Property identified in identified in Exhibit E.

11. As to the domains listed in Exhibit E as being owned by "Domains by Proxy", Assignor will promptly assign the domains to Assignee by performing all commercially reasonable steps required to effect the transfers, including logging into Assignor's customer account at Domains by Proxy, and initiating an "Account Change" in favor of Assignee.

12. Assignor agrees not to obstruct Assignee's efforts to register EVORAPETOFFER.COM.

## **MISCELLANEOUS TERMS**

13. Corporate Authority. Each of the corporate Parties represents and warrants that:

13.1. It is a corporation that is validly existing and in good standing under the laws of the jurisdiction in which it is organized;

13.2. It has full corporate power to execute, deliver and perform its obligations under this Assignment; and

13.3. The person executing this Agreement on its behalf has its full authority to do so.

14. No Conflict. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

15. Cooperation. Assignor shall execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or appropriate, in the opinion of Assignee, to convey, establish, evidence, maintain, defend and enforce Assignee's rights in the Intellectual Property, and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

16. Reliance. Assignor acknowledges that Assignee is relying upon Assignor's representations, warranties, covenants, agreements and indemnities made in the Asset Purchase Agreement with respect to the Intellectual Property as an inducement to entering into this Assignment. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

17. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested,

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postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party:

If to Assignee:

Oragenics, Inc. 4902 Eisenhower Boulevard, Suite 125 Tampa, FL 33634 Attn: Michael Sullivan, CFO

with a copy, which shall not constitute notice, to: Mark A. Catchur, Esq. Shumaker, Loop & Kendrick LLP 101 East Kennedy Blvd., Suite 2800 Tampa, FL 33602 mcatchur@slk-law.com

If to Assignee:

ProBiora Health, LLC 3824 Cedar Springs Rd., #349 Dallas, TX 75219 Attn: Christine L. Koski, Manager ckoski@probiorahealth.net

with a copy, which shall not constitute notice, to: Louis T. M. Conti, Esq. Holland & Knight LLP 100 North Tampa Street, Suite 4100 Tampa, Florida 33602 louis.conti@hklaw.com

18. Construction. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

19. Severability. If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. Costs and Fees. In the event that any legal proceedings arise as a result of this Assignment, the prevailing party is entitled to receive attorney fees.

21. Time of the Essence. Time is of the essence in this Assignment.

22. Failure to Enforce. Failure of any Party herein to enforce any of the terms of this Assignment shall not constitute waiver to enforce that term in the future.

23. Entire Agreement. In conjunction with terms set forth in the Asset and Purchase Agreement, this Assignment and the documents to be delivered hereunder constitute the sole and entire agreement of the Parties to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

24. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

25. Amendment and Modification. This Assignment may only be amended, modified or supplemented by an Assignment in writing signed by each Party hereto.

26. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

27. Gender. Where appropriate, the singular number set forth in this Assignment shall be interpreted as the plural number, and the gender shall be interpreted as masculine, feminine or neuter, as the context dictates.

28. Relationship Of Parties. This Assignment does not constitute or create a joint venture, partnership, agency relationship, or formal business organization of any kind, and the rights and obligations of the Parties shall be those of independent contractors only.

29. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

30. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the city of Tampa and county of Hillsborough, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

31. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR

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RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

32. Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Assignment were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

33. Representation by Counsel. Each of the Parties hereto acknowledges that it has had the opportunity to be represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Assignment and that each has executed this Assignment with the consent and on the advice of any such independent legal counsel; and further acknowledges that it and any such counsel have had an adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with any of the subjects of this Assignment prior to the execution hereof.

34. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, will be deemed to constitute one and the same Assignment. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the day first written above.

**ASSIGNOR:** 

Oragenics, Inc., a Florida corporation

m. By:

Name: Michael Sullivan Title: Chief Financial Officer

**ASSIGNEE:** 

**ProBiora Health, LLC**, a Delaware limited liability company

By: Name: Christine L. Koski Title: Manager

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the day first written above.

#### **ASSIGNOR:**

**Oragenics, Inc.**, a Florida corporation

By:\_\_\_\_\_\_ Name: Michael Sullivan Title: Chief Financial Officer

**ASSIGNEE:** 

**ProBiora Health, LLC,** a Delaware limited liability company

Kachi By: (

Name: Christine L. Koski Title: Manager

[Signature Page to Assignment of Intellectual Property]

## EXHIBIT A

#### PATENTS & APPLICATIONS

MBHB Case NumberSerial Number ∧ CountryFiling Date		Title of Application	Status		
Probiora3®					
02-1037 US US	60/494169 8-11-2003	Compositions and Methods for the Maintenance of Oral Health	Inactive		
02-1037-I US	10/567592 6/30/06	Compositions and Methods for the Maintenance of Oral Health	Granted; U.S. Pat. No. 7,931,892		
02-1037-I-DIV US	13/017214 1/31/11	Compositions and Methods for the Maintenance of Oral Health	Granted; U.S. Pat. No. 8,865,156		
02-1037-I-CON US	14/518,226 10/20/14	Compositions and Methods for the Maintenance of Oral Health	Pending		
02-1037-A PCT	US04/025899 WO05/018342 8-10-2004	Compositions and Methods for the Maintenance of Oral Health	National phase entered.		
02-1037-B Australia	2004266615 8-10-2004	Compositions and Methods for the Maintenance of Oral Health	Granted; Pat. No. 2004266615 Annuity due 8/10/16 \$842 <sup>1</sup>		
02-1037-C Canada	2535764 8-10-2004	Compositions and Methods for the Maintenance of Oral Health	Granted: Pat. No. 2535764 Annuity due 8/10/16 \$528		
02-1037-D China	200480029485 8-10-2004	Compositions and Methods for the Maintenance of Oral Health	Abandoned September 2011		
02-1037-D-DIV China	201110291647.0 8-10-2004	Compositions and Methods for the Maintenance of Oral Health	Abandoned March 2013		
02-1037-D-DIV-HK Hong Kong	12109152.1 9/18/2012	Compositions and Methods for the Maintenance of Oral Health	Abandoned March 2013		
02-1037-Е Еигоре	04780692.2 8-10-2004	Compositions and Methods for the Maintenance of Oral Health	Granted Pat. No. 1659885		

<sup>&</sup>lt;sup>1</sup> Annuity payment amounts are estimates.

MBHB Case Number and Country	Serial Number & Filing Date	Title of Application	Status Granted Annuity due 8/10/16 \$757	
02-1037-E-BE Belgium	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health		
02-1037-E-DK Denmark	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	Granted Annuity due 8/10/16 \$934	
02-1037-E-FI Finland	Pat. No. 1659885	Compositions and Methods for the Maintenance of OralGranted Annuity due 8/10/16 \$1088		
02-1037-E-FR France	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	Granted Annuity due 8/10/16 \$850	
02-1037-E-DE Germany	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	Granted Annuity due 8/10/16 \$1364	
02-1037-E-IE Ireland	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	Granted Annuity due 8/10/16 \$769	
02-1037-E-IT Italy	Pat. No. 1659885	Compositions and Methods for theGranted Annuity due 8/10.Maintenance of Oral Health\$1085		
02-1037-E-LU Luxembourg	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	or the Annuity due 8/10/16 \$655	
02-1037-E-NL Netherlands	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	Granted Annuity due 8/10/16 \$1288	
02-1037-E-PL Poland	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	Granted Annuity due 8/10/16 \$901	
02-1037-E-ES Spain	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	he Annuity due 8/10/16 \$877 of Oral	
02-1037-E-SE Sweden	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	Granted Annuity due 8/10/16 \$941	
02-1037-E-CH Switzerland	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	Granted Annuity due 8/10/16 \$1051	
02-1037-E-TR	Pat. No. 1659885	Compositions and	Granted	

MBHB Case Number and Country	Serial Number & Filing Date	Title of Application	Status Annuity due 8/10/16 \$790	
Turkey		Methods for the Maintenance of Oral Health		
02-1037-E-GB Great Britain	Pat. No. 1659885	Compositions and Methods for the Maintenance of Oral Health	Granted Annuity due 8/10/16 \$822	
02-1037-F Japan	2006-53306 8-10-2004	Compositions and Methods for the Maintenance of Oral HealthAbandoned Septemb 2011		
02-1037-F-DIV Japan	2011-207299 9-22-2011	Compositions and Methods for the Maintenance of Oral HealthAbandoned November 2013		
02-1037-G S. Korea	2006-7002806 8-10-2004	Compositions and Methods for the Maintenance of Oral Health	Granted Pat. No. 10- 1176660 Annuity due 8/17/16 \$891	
02-1037-H 545730 New Zealand 8-10-2004		Compositions and Methods for the Maintenance of Oral Health	Granted 545730	
	Toot	h Whitening		
07-1212 US	61/061,264 6-13-08	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Expired	
07-1212-US US	12/482,881 6-11-09	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Pending	
07-1212-WO PCT	PCT/US09/047040 6-11-09	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	National Phase entered	
07-1212-WO-AU Australia	2009257440 6-11-09	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Granted; 2009257440 Annuity due 6/11/16 \$670	
07-1212-WO-CA Canada	2727462 6-11-09	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Pending; Annuity due 6/11/16 \$793	
07-1212-WO-CN China	200980131840.9 6-11-09	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	e Bacteria for favor of 20161065409.0	
07-1212-WO-CN China	20161065409.0 6-11-09	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Pending	
07-1212-WO-HK Hong Kong	121004313 1-13-12	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Pending	
07-1212-WO-EP 09763620.3 Europe 6-11-09		Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Allowed; Text for grant, grant and printing fees, and claim translations due	

MBHB Case Number and Country	Serial Number & Filing Date	Title of Application	Status	
			to be paid 8/5/16; Annuity due 6/11/16 \$2014	
07-1212-WO-JP Japan	2011-513687 6-11-09	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Abandoned December 2014	
07-1212-WO-KR Korea	10-2011-7029892 6-11-09	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Abandoned April 2014	
07-1212-WO-MX Mexico	MX/a/2010/013847 6-11-09	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Granted; 328690	
07-1212-WO-MX-DIV Mexico	MX/a/2013/007321 6-21-13	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Pending	
07-1212-WO-NZ New Zealand	590348 6-11-09	Use of Hydrogen- Peroxide Bacteria for Tooth Whitening	Granted Pat. No. 590348 Annuity due 6/11/16 \$491	

#### <u>EXHIBIT B</u>

## TRADEMARK APPLICATIONS & REGISTRATIONS

MBHB Case Number	Serial Number &	Trademark	Status	
	Filing Date			
08-1019	77/565,874	PROBIORA	Abandoned	
US	9/9/08			
08-1020	77/565,838	EVORA	Abandoned	
US	9/9/08			
08-1020-AU	Unfiled	EVORA	Abandoned	
Australia				
08-1020-AR	3124889	EVORA	Pending	
Argentina	10/27/11			
08-1020-BR	840014023	EVORA	Pending	
Brazil	2/1/12			
08-1020-CL	985868	EVORAPLUS & design	Registered 1014051	
Chile	12/28/11		6/6/13	
08-1020-JP	2011-85965	EVORA	Registered 5529020	
Japan	11/30/11		10/19/12	
08-1020-MX	1210545	EVORA	Abandoned	
Mexico	9/9/11			
08-1020-NZ	Unfiled	EVORA	Abandoned	
New Zealand				
08-1020-PE	465224	EVORA	Abandoned	
Peru	8/23/11			
08-1020-VE	2421-2012	EVORA	Registered 2421-2012	
Venezuela	2/10/12		12/18/12	
08-1057	77/565,843	EVORAPLUS	Registered 3747523	
US	9/9/08	L'UNITED	2/9/10	
08-1057-AU	1434956	EVORAPLUS	Registered 1434956	
Australia	7/4/11	E.VOIG II LOD	7/4/11	
08-1057-MX	1269857	EVORAPLUS	Registered 1315106	
Mexico	4/27/12	EVOIDAI EOS	9/27/12	
08-1057-NZ	845099	EVORAPLUS	Registered 845099	
New Zealand	7/4/11	EVORAI EUS	4/4/11	
08-1057-TW	100028484	EVORAPLUS	Registered 01535744	
Taiwan	6/8/11	EVORAFLUS	9/16/12	
08-1057-TW2	100028487	EVORAPLUS & Design	Registered 01535745	
Taiwan	6/8/11	EVORAFLUS & Design	9/16/12	
08-1058	77/565,847	EVORAPRO	Registered 3883393	
US	9/9/08	EVORAPRO	11/30/10	
		EVORAPRO		
08-1058-MX	13111914 9/25/12	EVOKAPKO	Registered 1345590	
Mexico			1/30/13	
08-1082	77/565,856	EVORAPET	Abandoned	
US	9/9/08		D - 1	
08-1082-US	86/386,460	EVORAPET	Registered	
US			4806890	
08 1082 CA	15(0000		09/08/15	
08-1082-CA	1562888	EVORAPET	Registered 1562888	
Canada	2/16/12		7/17/13	
08-1082-MX	1311929	EVORAPET	Registered 1340679	
Mexico	9/25/12		12/19/12	
08-1082-JP	2012-9308	EVORAPET	Registered 5560344	
Japan	2/10/12		2/22/13	

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08-1083	77/565,861	EVORAKIDS	Registered 3873950
US	9/9/08		11/9/10
08-486	77/565,877	PROBIORA3	Registered 3747524
US	9/9/08		2/9/10
08-486-AR	3110268	PROBIORA3	Registered 2541837
Argentina	8/28/11		11/30/12
08-486-AU	1434957	PROBIORA3	Registered 1434957
Australia	7/4/11		7/4/11
08-486-BR2	840019157	PROBIORA3 and design	Registered
Brazil	2/6/12		840019157
<u></u>			3/31/15
08-486-CL	969767	PROBIORA3	Registered
Chile	9/13/11	~	1059907
	01/01/01		11/25/13
08-486-EM	8142424	PROBIORA3	Registered 8142424
Europe	3/6/09		<u>11/11/09</u>
08-486-JP	2012-9311	PROBIORA3	Registered 5560345
Japan	2/10/12	DD OD I OD I O	2/22/13
08-486-KR2	40-2011-69964	PROBIORA3	Registered 40-953309
Korea	12/12/11		2/13/13
08-486-MX	1215905	PROBIORA3	Registered 1270171
Mexico	9/29/11		2/22/12
08-486-NZ	845099	PROBIORA3	Registered 845100
New Zealand	7/4/11		7/4/11
08-486-PE	465225	PROBIORA3	Registered 183031
Peru	8/23/11		12/27/11
08-486-TW	100028819	PROBIORA3	Registered 1512729
Taiwan	6/9/11		4/16/12
08-486-VE	2422-2012	PROBIORA3	Registered 2422-2012
Venezuela	2/10/12		12/18/12
09-276	77/858,544	TEDDY'S PRIDE	Registered 3806461
US	10/27/09		6/22/10
09-276-AU	1434960	TEDDY'S PRIDE	Registered 1434960
Australia	7/4/11		7/4/11
09-276-KR2	40-2011-69965	TEDDY'S PRIDE	Pending
Korea	12/12/11		
09-276-NZ	845101	TEDDY'S PRIDE	Registered 845101
New Zealand	7/4/11		7/4/11
09-276-ZA	2011/28125	TEDDY'S PRIDE	Registered 2011/28125
South Africa	11/4/11		10/25/13
10-947	85/466150	STREPTOCOCCUS	Registered 4174724
	11/7/11	RATTUS JH145	7/17/12
10-948	85/466139	STREPTOCOCCUS	Registered 4174723
	11/7/11	UBERIS KJ2	7/17/12
10-949	85/466154	STREPTOCOCCUS	Registered 4174725
	11/7/11	ORALIS KJ3	7/17/12

#### EXHIBIT C

#### **COPYRIGHT**

1) All advertising materials pertaining to the ProBiora3 Business (as defined in the Asset Purchase Agreement)

2) All instructional materials, include package inserts pertaining to the ProBiora3 Business (as defined in the Asset Purchase Agreement)

3) Slogans/Taglines "The World Leader in Oral Care Probiotics"

#### EXHIBIT D

#### TRADE SECRETS

1) Manufacturing and composition secrets pertaining to the ProBiora3 Business (as defined in the Asset Purchase Agreement)

2) Test data pertaining to the ProBiora3 Business (as defined in the Asset Purchase Agreement)

2) Customer and contact lists pertaining to the ProBiora3 Business (as defined in the Asset Purchase Agreement)

3) Correspondence with consumers, researchers, FDA, patent and other attorneys pertaining to the ProBiora3 Business (as defined in the Asset Purchase Agreement)

### EXHIBIT E

## MISCELLANEOUS INTELLECTUAL PROPERTY

Domains	Exp Date	Registrant
BUYEVORAPLUS.COM	11/06/16	ONI Biopharma Inc.
BUYEVORAPRO.COM	07/24/17	Oragenics, Inc.
DENTALPROBIOTICS.COM	12/08/16	ONI Biopharma Inc.
EVORAKIDS.COM	07/09/16	Private registration – Domains by Proxy
EVORAKIDS.NET	07/09/16	Oragenics, Inc.
EVORAKIDS.ORG	07/09/16	Oragenics, Inc.
EVORAORALCARE.COM	07/23/16	ONI Biopharma Inc.
EVORAORALPROBIOTICS.COM	04/22/17	Oragenics, Inc.
EVORAPET.COM	07/09/16	Private registration – Domains by Proxy
EVORAPET.NET	07/09/16	Private registration – Domains by Proxy
EVORAPET.ORG	07/09/16	Private registration – Domains by Proxy
EVORAPETOFFER.COM	07/09/16	Oragenics, Inc.
EVORAPLUS.COM	07/18/16	Private registration – Domains by Proxy
EVORAPLUS.NET	07/18/16	Private registration – Domains by Proxy
EVORAPLUS.ORG	07/18/16	Private registration – Domains by Proxy
EVORAPLUSNOW.COM	02/10/17	ONI Biopharma Inc.
EVORAPLUSSTORE.COM	02/10/17	ONI Biopharma Inc.
EVORAPLUSTODAY.COM	02/10/17	ONI Biopharma Inc.
EVORAPRO.COM	07/09/16	Private registration – Domains by Proxy
EVORAPRO.NET	07/09/16	Oragenics, Inc.
EVORAPRO.ORG	07/09/16	Private registration – Domains by Proxy
EVORAPROBIOTICS.COM	03/05/17	Oragenics, Inc.
FOREVORAPLUS.COM	09/24/16	ONI Biopharma Inc.
ORALPROBIOTICS.COM	12/08/16	ONI Biopharma Inc.
ORDEREVORAPLUS.COM	11/25/16	ONI Biopharma Inc.
PROBIORA3.COM	12/08/16	ONI Biopharma Inc.
YOUREVORAPLUS.COM	07/23/16	ONI Biopharma Inc.

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## PATENT REEL: 044613 FRAME: 0255

RECORDED: 01/12/2018