

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4844753

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	APD HOLDINGS, LLC	07/12/2016
RECEIVING PARTY DATA		
Name:	ROBERT BRET CARR	
Street Address:	124 CONSTITUTION DRIVE	
City:	DURHAM	
State/Country:	NORTH CAROLINA	
Postal Code:	27705	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14910189
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:	ajoseph@lathropgagage.com, bostonpatent@lathropgagage.com	
Correspondent Name:	LATHROP GAGE LLP	
Address Line 1:	28 STATE STREET	
Address Line 2:	SUITE 700	
Address Line 4:	BOSTON, MASSACHUSETTS 02109	
ATTORNEY DOCKET NUMBER:	597621: RBC9-008	
NAME OF SUBMITTER:	GORDON R. MORIARTY	
SIGNATURE:	/Gordon R. Moriarty/	
DATE SIGNED:	02/28/2018	
Total Attachments: 9		
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of July ~~14~~ 2016, by and among Bret Carr, a resident of the State of North Carolina ("Buyer"), APD Holdings, LLC, a Delaware limited liability company ("APD" and "Seller"), and KBI Biopharma, Inc., a Delaware corporation ("KBI"). Buyer, Seller and KBI are sometimes referred to individually as a "Party" and collectively as the "Parties." Reference is hereby made to that certain Asset Purchase Agreement, dated as of December 18, 2013, by and between Wagner Development, Inc., Celeros, Inc., KBI and APD (the "Wagner APA"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Wagner APA.

RECITALS

WHEREAS, kSep Holdings, Inc., a Delaware corporation and the sole member of APD ("kSep"), has determined it is advisable and in the best interest of APD and kSep to wind down and dissolve APD (the "Dissolution");

WHEREAS, pursuant to the terms of the Wagner APA, Seller and KBI purchased from the selling parties thereto, among other items, the IP Assets, all Intellectual Property rights therein, the Technology Transfer Materials, any Inventory owned by APD as of the date hereof, and certain equipment of APD used in its business operations, each as set forth on Exhibit A attached hereto (collectively, the "Purchased Assets");

WHEREAS, in connection with the Dissolution, Seller desires to sell to Buyer the Purchased Assets, and Buyer desires to purchase from Seller the Purchased Assets upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets is \$2,000.00 (the "Purchase Price"). In addition, Buyer shall assume all liabilities, claims or obligations (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes, related to the Purchased Assets including any and all liabilities, claims, obligations and covenants of Seller and KBI under the Wagner APA (collectively, the "Assumed Liabilities"). Upon the terms and subject to the conditions set forth in this Agreement, upon execution and delivery by the Parties of this Agreement, Buyer shall pay the Purchase Price by cash or check to Seller.

1.2 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, Buyer is purchasing from Seller, and Seller is selling, transferring, assigning and delivering, or causing to be sold, transferred, assigned and delivered, to Buyer, upon execution and delivery by the Parties of this Agreement and the payment by Buyer of the Purchase Price, all of Seller's right, title and interest in, to and under the Purchased Assets. Notwithstanding anything contained herein to the contrary, all other assets, properties and rights of Seller do not constitute Purchased Assets, shall be excluded from the transactions contemplated by this Agreement and shall not be sold, transferred, assigned or delivered

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7/11/2016

to Buyer. The Parties acknowledge and agree that the Purchased Assets constitute substantially all of the "Purchased Asset" as such term is defined in the Wagner APA.

1.3 Assumption of Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, Buyer agrees, effective upon execution and delivery by the Parties of this Agreement, to assume the Assumed Liabilities. Notwithstanding anything contained herein to the contrary, Buyer is only assuming the Assumed Liabilities and is not assuming any other liability of Seller.

1.4 Disclaimer of Representations and Warranties. Buyer acknowledges that none of Seller, KBI, kSep or any of their respective Affiliates has made any representation or warranty, express or implied, as to the Purchased Assets or the Assumed Liabilities except as expressly set forth in this Agreement. The Purchased Assets are being acquired by Buyer on an "as-is, where-is" basis and with all faults. NONE OF SELLER, KBI, KSEP OR ANY OF THEIR RESPECTIVE AFFILIATES MAKES AND HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, RELATING TO THE PURCHASED ASSETS OR THE ASSUMED LIABILITIES, INCLUDING ANY REPRESENTATIONS OR WARRANTIES AS TO THE MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE PURCHASED ASSETS OR REPRESENTATIONS OR WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE. ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER, KBI, KSEP AND THEIR RESPECTIVE AFFILIATES. As used in this Agreement: (i) "Affiliate" shall mean, with respect to any Person, any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified and (ii) "Person" shall mean an individual, corporation, limited liability company, sole proprietorship, joint ventures, partnership, association, labor union, trust, estate or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

ARTICLE II COVENANTS

2.1 Confidentiality. At all times following execution and delivery of this Agreement by the Parties, neither Buyer nor any of his Affiliates shall, directly or indirectly, disclose, reveal or communicate to any Person, or use or otherwise exploit for his own benefit or for the benefit of any Person other than Buyer, any Confidential Information. As used in this Agreement, "Confidential Information" shall mean any and all information relating to the Purchased Assets, Assumed Liabilities, the Wagner APA, Seller, KBI, kSep or any of their respective Affiliates, including financial information, customer lists, information concerning products and services, intellectual property, personnel, suppliers, trade secrets, research and development activities, new or prospective lines of business, books and records, marketing plans, financing, credit policies, distribution channels, services, procedures, pricing information, private processes, and information received by Buyer or his Affiliates from third parties, but it does not include, and there shall be no obligation hereunder with respect to, information that (i) is generally available to the public on the date of this Agreement or (ii) becomes generally available to the public following the date of this Agreement other than as a result of a disclosure in violation of this Agreement.

2.2 Enforcement. Buyer acknowledges that the covenants contained in this Article II are of a special, unique, unusual and extraordinary character, which give them peculiar value, the loss of which cannot be reasonably or adequately compensated in an action at law, and that, in the event there is a breach thereof by Buyer, Seller will suffer irreparable harm, the amount of which will be impossible to ascertain. Accordingly, Seller shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to obtain damages for any breach or to enforce

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specific performance of the provisions or to enjoin Buyer or his Affiliates from committing any act in breach of any covenant contained in this Article II. If, at the time of enforcement of this Section 2.3, a court shall hold that the duration or scope restrictions stated in this Agreement are unreasonable under the circumstances then existing, the Parties agree that the maximum duration and scope under such circumstances shall be substituted for the stated duration or scope and that the court shall be allowed to revise the restrictions contained in this Agreement to cover the maximum duration and scope permitted by law. Buyer and his Affiliates shall be jointly and severally responsible for any breach of this Article II resulting from actions or inactions of each of them or any of their respective Affiliates.

2.3 Release. By execution of this Agreement and in consideration for Seller's agreements contained herein, Buyer, on behalf of himself and his Affiliates, hereby irrevocably and absolutely, fully and forever releases, waives, relinquishes and discharges Seller, kSep, KBI and their respective Affiliates and each of their predecessors-in-interest, successors-in-interest, assigns, members, managers, agents, officers, directors, shareholders, employees, representatives, attorneys, parents, subsidiaries, Affiliates and each of them of and from any and all manner of action or actions, cause or causes of action, suits, debts, liabilities, demands, sums of money in controversy, damages, accounts, reckonings and liens related to any amounts, fees, funds or other obligations owed to Buyer or any of his Affiliates (the "Buyer Releasing Parties") arising out of, as a result of, associated with or related to (i) this Agreement or the transactions contemplated hereby including the Purchased Assets and Assumed Liabilities or (ii) any other contract, agreement or arrangement between or among Buyer or any of his Affiliates and Seller, kSep or any of their respective Affiliates (collectively, "Claims"), whether known, suspected or unsuspected, which any Buyer Releasing Party shall or may have, own or hold, or which any Buyer Releasing Party at any time heretofore had, owned or held, or could, shall or may hereafter own or hold, by reason of, arising out of or in connection with, directly or indirectly, or that could relate to or arise out of, directly or indirectly, (A) this Agreement or the transactions contemplated hereby including the Purchased Assets and Assumed Liabilities or (B) any other contract, agreement or arrangement between or among Buyer or any of his Affiliates and Seller, kSep or any of their respective Affiliates. Notwithstanding the foregoing, Buyer is not waiving or releasing any Claims directly arising out of Buyer's employment by kSep, including any Claims arising out of any wages or benefits owed by kSep to Buyer directly arising out of such employment relationship. Buyer is aware of the fact that it is the intention of the Parties, as to which intention Buyer irrevocably agrees, that, by signing below, this Agreement shall be effective as a full and final accord and satisfaction in settlement of and as a bar to any and all Claims. In connection with such waiver and relinquishment, Buyer acknowledges that it is aware that himself or his agents may hereafter discover facts different from or in addition to facts now known or believed to be true with respect to the subject matter of this Agreement, the transactions contemplated hereby or any other contract, agreement or arrangement between or among Buyer or any of his Affiliates and Seller, kSep or any of their respective Affiliates, but that it is Buyer's intention, on behalf of himself and all Buyer Releasing parties, to hereby fully, finally, absolutely and forever settle and release any and all Claims heretofore referred to that do now exist, may exist in the future or heretofore have existed, and that, in furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release, notwithstanding any discovery of any of such different or additional facts.

ARTICLE III MISCELLANEOUS

3.1 Amendment. Any provision of this Agreement may only be amended if such amendment is in writing and signed by Seller and Buyer. Any provision of this Agreement may be waived by the Parties if the waiver is in writing and signed by the Party to be bound thereby.

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7/14/2016

3.2 No Waivers. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

3.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

3.4 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

3.5 Counterparts; Facsimile; Effectiveness. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart of this Agreement signed by the other Party. This Agreement may be executed by facsimile or .pdf signatures.

3.6 Interpretation. The headings and captions in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement. The Parties acknowledge that this is a negotiated agreement, and that in no event shall the terms of this Agreement be construed against any Party on the basis that such Party, or its counsel, drafted this Agreement. The word "including" in this Agreement means "including without limitation." The word "or" in this Agreement is disjunctive but not necessarily exclusive. All words in this Agreement will be construed to be of such gender or number as the circumstances require.

3.7 Entire Agreement; No Third Party Rights. This Agreement, including the schedules hereto, constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understanding and negotiations, both written and oral, among the Parties with respect to the subject matter hereof and thereof. Except as otherwise expressly provided herein, this Agreement shall not confer upon any Person other than the Parties any rights, benefits or remedies under the terms of this Agreement.

3.8 Severability. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any jurisdiction shall in any way be affected or impaired thereby. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

3.9 Remedies Cumulative. Except as otherwise expressly provided in this Agreement, no remedy in this Agreement conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

3.10 Further Assurances. Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable laws and regulations to consummate the transactions contemplated by this Agreement. The Parties each agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be reasonably requested by the other Party in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

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7/19/2012

3.11 **Assignment.** This Agreement may not be assigned, by operation of law or otherwise, without the express written consent of the Parties (which consent shall not be unreasonably withheld, conditioned or delayed); provided, however, Seller may assign this Agreement or any of its rights and obligations hereunder without the consent of Buyer to one or more of Seller's Affiliates, including kSep.

3.12 **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL CONTEMPLATED TRANSACTIONS, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NO PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THE TRANSACTIONS GOVERNED BY THIS AGREEMENT AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION.

3.13 **KBI.** To the extent KBI owns any direct or contingent right, title or interest in, to or under the Purchased Assets, or retains any liabilities, obligations, claims or covenants with respect to the Assumed Liabilities, KBI is hereby (i) selling, transferring, assigning and delivering to Buyer, pursuant to the terms of this Agreement, all of KBI's right, title and interest in, to and under the Purchased Assets, and Buyer hereby accepts all such right, title and interest in, to and under the Purchased Assets and (ii) conveying to Buyer all of KBI's liabilities, obligations, claims or covenants with respect to the Assumed Liabilities, and Buyer hereby agrees to assume all such liabilities, obligations, claims or covenants by his assumption of the Assumed Liabilities pursuant to the terms of this Agreement.

[Signature Pages Follow.]

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7/14/2016

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

SELLER:

APD HOLDINGS, LLC

By: kSep Holdings, Inc., its sole member

By: _____

Name: Sunil Mehta

Title: President, Chief Executive Officer
and Secretary

Digitally signed by Sunil Mehta
Date: 2016.07.12 16:46:08
+04'55'

BUYER:

Bret Carr

Robert B Carr

[Signature Page to Purchase Agreement]

The undersigned hereby executes and delivers this Agreement for the purposes of Section 3.13 hereof.

KBI:

KBI BIOPHARMA, INC.

By: Andrew B. Cohen
Name: Andrew B. Cohen
Title: Corporate Secretary

[Signature Page to Purchase Agreement]

EXHIBIT A

Purchased Assets

All of APD's rights, titles and interests in and to: (i) the IP Assets (including, without limitation, the Intellectual Property rights therein), (ii) the Technology Transfer Materials, (iii) any Inventory owned by APD as of the date hereof, and (iv) the equipment and materials set forth on Attachment 1 to this Exhibit A, which is incorporated herein by reference.

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7/17/2014

APD
FG Inventory

Attachment 1 to Exhibit A

Qty Description

1	APD-250, with paste vessel
1	APD-125, (Demo)
1	APD-125, Assy of parts and paste vessel, (Nano)
3	APD-75
1	Desk Top Thermo
1	Parts Inventory, (APD-125/75various)
1	APD-50, (parts)

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7/14/2016