

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4826259

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WAGNER DEVELOPMENT, INC.	12/17/2013
CELEROS, INC.	12/18/2013
RECEIVING PARTY DATA	
Name:	KBI BIOPHARMA, INC.
Street Address:	1101 HAMLIN RD.
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27704
Name:	APD HOLDINGS, LLC
Street Address:	1101 HAMLIN RD.
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27704
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7618361
Patent Number:	7935042
Patent Number:	7628749
Patent Number:	6986734
Patent Number:	7052451
Patent Number:	7261683
Patent Number:	8475352
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@lathropgage.com, bostonpatent@lathropgage.com
Correspondent Name:	LATHROP GAGE LLP
Address Line 1:	28 STATE STREET
Address Line 2:	SUITE 700
PATENT	

Address Line 4: BOSTON, MASSACHUSETTS 02109

NAME OF SUBMITTER: GORDON MORIARTY

SIGNATURE: /Gordon Moriarty/

DATE SIGNED: 02/15/2018

Total Attachments: 86

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 18th day of December, 2013 (the "Effective Date"), by and between Wagner Development, Inc. ("Wagner"), a company organized and existing under the laws of the Bahamas; Celeros, Inc., a Delaware corporation ("Celeros" and together with Wagner, each a "Seller" and collectively "Sellers"); KBI Biopharma, Inc., a Delaware corporation ("KBI") and APD Holdings, LLC ("APD"), a Delaware limited liability company and wholly-owned subsidiary of KBI (together with KBI, each a "Buyer" and collectively "Buyers").

STATEMENT OF PURPOSE

WHEREAS, Sellers own certain IP Assets relating to centrifugation technology (the "Technology");

WHEREAS, Celeros is the owner of certain Technology Transfer Materials that relate to the Technology and also owns an existing inventory of centrifuges and spare parts (collectively, the Technology Transfer Materials and the inventory are the "Other Assets"); and

WHEREAS, Buyers have agreed to purchase from Sellers, and Sellers have agreed to sell to Buyers, the IP Assets and the Other Assets on the terms set forth herein (the "Transactions");

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants, terms and conditions set forth herein, the parties contract and agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 "Affiliate" with respect to any entity, means any person or entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such entity.
- 1.2 "Closing" is defined in Section 3.1.
- 1.3 "Closing Date" is defined in Section 3.1.
- 1.4 "Confidential Information" means information concerning the Technology, and the Purchased Assets including information relating to customers, clients, suppliers, distributors, consultants, independent contractors or employees, customer and supplier lists, price lists and pricing policies, market research, marketing plans and proposals, sales and distribution strategies, manufacturing and production processes and techniques, processes and business methods, technical information, pending projects and proposals, and initiatives, research and development projects, inventions, discoveries, ideas, technologies, trade secrets, know-how, formulae, technical data, designs, patterns, marks, names, improvements, industrial designs, mask works, compositions, works of authorship and other Intellectual Property, devices, samples, plans, drawings and specifications, photographs and digital images, computer software and programming, all other confidential information and materials relating to the Technology, and all notes, analyses, compilations, studies, summaries, reports, manuals, documents and other materials prepared by or for Sellers containing or based

in whole or in part on any of the foregoing, whether in verbal, written, graphic, electronic or any other form and whether or not conceived, developed or prepared in whole or in part by Sellers.

- 1.5 "Contract Quarter" means the three-month periods ending on March 31, June 30, September 31, and December 31, or any stub period thereof at the commencement of the Agreement or the expiration or termination of the Agreement.
- 1.6 "Contracts" is defined in Section 4.4.
- 1.7 "Effective Date" is defined in the preamble to this Agreement.
- 1.8 "Encumbrance" means any lien, mortgage, pledge, encumbrance, charge, security interest, adverse or other claim, community property interest, condition, equitable interest, option, warrant, right of first refusal, license, or other restriction of any kind or nature.
- 1.9 "Excluded Assets" is defined in Section 2.2.
- 1.10 "Excluded Liabilities" is defined in Section 2.4.
- 1.11 "Field" means the field of centrifugation.
- 1.12 "Greater China Territory" shall mean the People's Republic of China.
- 1.13 "Intellectual Property" means all inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications and patent disclosures, together with reissuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, trade-marks, service marks, trade names and styles, logos and designs, including goodwill associated therewith and applications, registrations and renewals in connection therewith, trade secrets, technical information, engineering procedures, designs, know-how and processes (whether confidential or otherwise), copyrightable works, copyrights and applications, registrations and renewals in connection therewith, and other industrial property, including applications for any of the foregoing and all rights to make improvements, modifications and derivative works to any of the foregoing, and rights to maintain and enforce the foregoing, including without limitation the right, if any, to sue or bring any claim or other action for past infringement of the foregoing intellectual property rights.
- 1.14 "Inventory" is defined in Section 4.6.
- 1.15 "IP Assets" means all of Sellers' Intellectual Property assets relating to the Technology, including but not limited to (a) all Patent Rights and Trademark Rights; (b) plans, drawings, specifications and other documentation related to the Technology; (c) websites and rights in domain names of websites related to the Technology; and (d) all Intellectual Property rights in the foregoing.
- 1.16 "Knowledge" means actual knowledge.
- 1.17 "Licensing Payments" is defined in Section 2.3(d).

- 1.18 "Net Product Sales" means gross consideration from the sale of centrifuge equipment Products by Buyers or their Affiliates (not including any Licensing Income) less the following items directly attributable to the sale of such Products that are specifically identified on the invoice for such sale and borne by Buyers or their Affiliates as the seller: (a) discounts and rebates actually granted; (b) sales, value added, use and other taxes and government charges actually paid, excluding income taxes; (c) import and export duties actually paid; (d) freight, transport, packing and transit insurance charges actually paid or allowed; and (e) other amounts actually refunded, allowed or credited due to rejections or returns, but not exceeding the original invoiced amount. For avoidance of doubt, the term Net Product Sales does not include sales of spare parts or services.
- 1.19 "Patent Rights" means the patents and applications and patent disclosures and inventions listed on Schedule 4.5(b) hereto and any divisionals, continuations, reissues, reexaminations, and extensions, including both U.S. rights and any foreign rights.
- 1.20 "Product" means any product for use in the Field, (a) but for the transfer of the IP Assets hereunder, the manufacture, use, sale, marketing or importation of which would infringe a Valid Claim or (b) that incorporates or utilizes all or any part of the Technology Transfer Materials.
- 1.21 "Purchased Assets" is defined in Section 2.1.
- 1.22 "Quarterly Payment Deadline" means the day that is 30 days after the last day of any particular Contract Quarter.
- 1.23 "Quarterly Payments" is defined in Section 2.3(c).
- 1.24 "ROW Territory" shall mean worldwide, except for the Greater China Territory.
- 1.25 "Sell", "Sale" or "Sold" means any transfer or other disposition of Products for which consideration is received by Buyers, their Affiliates or licensees, except for any license or sublicense of the Products by Buyers. A Sale of Products will be deemed completed at the time Buyers or their Affiliate or their licensee receives payment for Products.
- 1.26 "Licensing Income" means gross consideration received by Buyers or their Affiliate from a licensee in consideration of the grant of a license under the Patent Rights (including, without limitation, license or option or distribution fees, fees to maintain license rights, and bonus/milestone payments), but excluding amounts received based on Net Product Sales for which Wagner receives a payment under Section 2.3(c).
- 1.27 "Technology Transfer Materials" means the drawings, blueprints, marketing materials, and any other technical documents identified on Schedule 4.6 hereto.
- 1.28 "Territory" shall mean worldwide.
- 1.29 "Trademark Rights" means Sellers' rights in respect of the trademarks and trademark applications listed on Schedule 4.5(c) hereto, including both U.S. rights and any foreign rights.

- 1.30 "Valid Claim" shall mean: (a) a claim of an issued and unexpired patent within the Patent Rights that has not been (i) held permanently revoked, unenforceable, unpatentable or invalid by a decision of a court or governmental body of competent jurisdiction, and is unappealable or left unappealed within the time allowed for appeal, (ii) rendered unenforceable through disclaimer or otherwise, (iii) abandoned, or (iv) permanently lost through an interference or opposition proceeding without any right of appeal or review; or (b) a pending claim of a pending patent application within the Patent Rights that (i) has been asserted and continues to be prosecuted in good faith and (ii) has not been abandoned or finally rejected without the possibility of appeal or refiling.

2. PURCHASE AND SALE OF ASSETS

- 2.1 Description of Purchased Assets. In consideration for the Purchase Price described in Section 2.3, Sellers hereby sell, convey, transfer and assign to Buyers all of Sellers' rights, title and interest in and to those assets described in this Section 2.1, but not including any Excluded Assets (hereinafter defined). The assets of Sellers to be purchased hereunder are referred to herein as the "Purchased Assets," and shall include only the following:

- (a) the IP Assets and all Intellectual Property rights therein;
- (b) the Technology Transfer Materials;
- (c) All of Sellers' rights under the Contracts; and
- (d) the Inventory.

- 2.2 Excluded Assets. The Purchased Assets to be purchased and sold hereunder, and the term "Purchased Assets" as used herein, shall not include any other assets of Sellers (the "Excluded Assets").

- 2.3 Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") will consist of the following payments, plus the assumption of the Assumed Liabilities:

- (a) Buyers shall pay to Wagner \$500,000, payable in equal quarterly installment payments by the Quarterly Payment Deadline for each Contract Quarter over a five year period commencing January 1, 2014.
- (b) On the Closing Date, Buyers shall pay to Celeros \$100,000 (the "Closing Date Payment").
- (c) Buyers shall pay to Wagner for each Contract Quarter, payable on or before the Quarterly Payment Deadline for such Contract Quarter ("Quarterly Payments"):
 - (i) seven point five percent (7.5%) of Net Product Sales in the ROW Territory; and
 - (ii) ten percent (10%) of Net Product Sales in the Greater China Territory.

- (d) Buyers shall pay to Wagner twenty percent (20%) of any Licensing Income received by Buyers on or before the Quarterly Payment Deadline for the Contract Quarter ("Licensing Payments").
- (e) Buyers shall make additional payments to Wagner as follows:
 - (i) If total Quarterly Payments plus total Licensing Payments paid in respect of the one-year period ending on the two-year anniversary of the Effective Date (the "Year-Two Payments") are less than \$50,000, Buyers shall pay to Wagner an amount equal to \$50,000 less the Year-Two Payments;
 - (ii) If total Quarterly Payments plus total Licensing Payments paid in respect of the one-year period ending on the three-year anniversary of the Effective Date (the "Year-Three Payments") are less than \$100,000, Buyers shall pay to Wagner an amount equal to \$100,000 less the Year-Three Payments;
 - (iii) If total Quarterly Payments plus total Licensing Payments paid in respect of the one-year period ending on the four-year anniversary of the Effective Date (the "Year-Four Payments") are less than \$150,000, Buyers shall pay to Wagner an amount equal to \$150,000 less the Year-Four Payments; and
 - (iv) If total Quarterly Payments plus total Licensing Payments paid in respect of the one-year period ending on the five-year anniversary of the Effective Date (the "Year-Five Payments") are less than \$200,000, Buyers shall pay to Wagner an amount equal to \$200,000 less the Year-Five Payments.
- (f) Payments to Wagner pursuant to Sections 2.3(c), 2.3(d) and 2.3(e) shall commence as of the Effective Date and shall continue, unless previously terminated in accordance with the provisions of this Agreement, through the date of the expiration of the last Patent to expire, whether by statute or otherwise.
- (g) Notwithstanding anything to the contrary in this Section 2.3, Buyers shall be entitled to terminate their obligations to continue to make payments to Wagner pursuant to Sections 2.3(c), 2.3(d) and 2.3(e) by making a one-time payment to Wagner equal to the greater of (1) three (3) times the Quarterly Payments as defined in Section 2.3(c) required to be made for the 4 most recent Contract Quarters immediately preceding the Contract Quarter in which the payment is made and (2) \$1,000,000.

2.4 Assumption of Assumed Liabilities. Buyers hereby assume and agree to pay, perform and discharge all liabilities and obligations under the Contracts to be performed after the Effective Date (as hereinafter defined) (the "Assumed Liabilities"); provided, however, that such liabilities and obligations will only be Assumed Liabilities to the extent that all benefits under such Contracts are transferred to Buyers pursuant to this Agreement and the existence of such liabilities and obligations does not constitute a breach of the representations and warranties of Sellers set forth in this Agreement or in such Contract.

The Excluded Liabilities will remain the sole responsibility of and will be retained, paid, performed and discharged as and when due solely by Sellers. "Excluded Liabilities" means every liability of Sellers, other than the Assumed Liabilities, including but not limited to any liability related to any violation, infringement or misappropriation of any third party's Intellectual Property or any other proprietary right by the IP Assets or Technology Transfer Materials prior to the Effective Date of this Agreement, all liabilities and obligations under the Contracts required to be performed prior to the Effective Date and any liability related to Sellers' activities pertaining to the Technology, IP Assets or Technology Transfer Materials.

3. CLOSING

3.1 Closing Date. The closing of the Transactions (the "Closing") will take place on the Effective Date or such other date as Buyers and Sellers may mutually determine (the "Closing Date").

3.2 Seller Actions at Closing. At the Closing Sellers shall execute and deliver to Buyers:

- (a) a bill of sale and assignment transferring to APD the Purchased Assets in the form attached hereto as Exhibit A;
- (b) assignment transferring to APD the Patent Rights in the form attached hereto as Exhibit B; and
- (c) assignment transferring to APD the Trademark Rights in the form attached hereto as Exhibit C; and
- (d) such other bills of sale, assignments, certificates of title and other instruments of transfer, all in form and substance reasonably satisfactory to Buyers, as are necessary or desirable to convey fully and effectively to Buyers all of the Purchased Assets in accordance with the terms of this Agreement.

3.3 Buyer Actions at Closing. At the Closing Buyers shall:

- (a) execute and deliver to Sellers a bill of sale and assignment assigning to APD the Assumed Liabilities in the form attached hereto as Exhibit A; and
- (b) pay to Celeros the Closing Date Payment.

4. REPRESENTATIONS AND WARRANTIES OF SELLERS

To induce Buyers to enter into this Agreement and to purchase the Purchased Assets, Sellers represent and warrant to Buyers that:

4.1 Corporate Power and Authority. Each Seller is a corporation duly organized and validly existing in good standing under the laws of its jurisdiction of incorporation. Each Seller has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by the Sellers of this Agreement have been duly authorized by all requisite corporate action.

This Agreement constitutes the valid and legally binding obligation of Sellers, enforceable against them in accordance with the terms of this Agreement.

4.2 Consents. Sellers are not required to notify, make any filing with, or obtain any consent, approval, authorization, permission or waiver (any "Consent") of any person in order to perform the Transactions.

4.3 Title. Sellers are conveying, transferring and assigning to Buyers hereby, and Buyers are acquiring hereby, good and marketable title to all of the Purchased Assets free and clear of all Encumbrances.

4.4 Contracts. Sellers are not party to any written or oral contracts or agreements pertaining to the IP assets except those listed on Schedule 4.4 hereto (the "Contracts"). Sellers have delivered to Buyers a correct and complete copy of each written Contract and a written summary setting forth the terms and conditions of each other Contract. Sellers are not in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default, or permit termination, modification or acceleration, under any Contract. To the Knowledge of Sellers, no other party is in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default, or permit termination, modification or acceleration, under any Contract. No consent to assignment from any counter-party is required for Seller to assign any Contract to Buyers. No party to any Contract has repudiated any provision of any Contract.

4.5 Intellectual Property.

(a) Sellers have not received any notice of any actual, alleged, potential or threatened claim of infringement of third-party Intellectual Property rights by the IP Assets or Technology Transfer Materials and Sellers do not have Knowledge of any facts that could give rise to any claim of infringement relating to Buyer's use and practice of the IP Assets and Technology Transfer Materials. Sellers' activities pertaining to the Technology, IP Assets and Technology Transfer Materials do not and will not violate, infringe upon, or otherwise come into conflict with, any Intellectual Property of any third party. The IP Assets and Technology Transfer Materials have not and do not, up to and including the Effective Date of this Agreement, violate, infringe upon, or otherwise come into conflict with, any Intellectual Property of any third party. To the Knowledge of Sellers, no third party has infringed upon or otherwise come into conflict with any Intellectual Property of Sellers pertaining to the Technology.

(b) Schedule 4.5(b) hereto identifies each patent or registration (including copyright) that has been issued to Sellers (whether active and in force or abandoned, lapsed, canceled or expired) with respect to the Technology, identifies each patent application or application for registration (whether pending, abandoned, lapsed, canceled or expired) that Sellers have made with respect to the Technology. Sellers have delivered to Buyers correct and complete copies of all such patents, registrations, and applications, and has made available to Buyers correct and complete copies of all other written documentation evidencing ownership and

prosecution (if applicable) of each such item. With respect to each item of Intellectual Property required to be identified in Schedule 4.5(b) and except as expressly set forth on Schedule 4.5(b) Sellers possess all right, title and interest in and to all listed items of Intellectual Property, free and clear of any Encumbrance, and have all rights to grant to Buyers all rights granted under this Agreement, free and clear of any Encumbrance, and Sellers are not aware of any basis for a claim of invalidity or unenforceability of any of the items listed on Schedule 4.5(b).

- (c) Schedule 4.5(c) hereto identifies each trade name or unregistered trademark or service mark owned by Sellers pertaining to the Technology. With respect to each item of Intellectual Property required to be identified in Schedule 4.5(c) and except as expressly set forth on Schedule 4.5(c) Sellers possess all right, title and interest in and to all listed items of Intellectual Property, free and clear of any Encumbrance, and have all rights to grant to Buyers all rights granted under this Agreement, free and clear of any Encumbrance.

4.6 Inventory; Technology Transfer Materials. The centrifuge inventory and spare parts inventory (the "Inventory") identified on Schedule 4.6 hereto comprised all inventory of Sellers pertaining to the Technology. This Inventory is sold "AS IS", and Sellers do not in any way, expressly or impliedly, give any warranties to Buyers with regard to the Inventory. Sellers expressly disclaims any implied warranties of merchantability or of fitness for a particular purpose. Schedule 4.6 hereto identifies all drawings, blueprints, and any other technical documents currently used by Sellers pertaining to the Technology.

5. Representations and Warranties of Buyers. To induce Sellers to enter into this Agreement, Buyers represent and warrant to Sellers that:

5.1 Corporate Power and Authority. Each Buyer is a corporation duly organized and validly existing in good standing under the laws of its jurisdiction of incorporation. Each Buyer has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by each Buyer of this Agreement have been duly authorized by all requisite corporate action. This Agreement constitutes the valid and legally binding obligation of each Buyer, enforceable against it in accordance with the terms of this Agreement.

5.2 Consents. Buyers are not required to notify, make any filing with, or obtain any Consent of any person in order to perform the Transactions.

6. CERTAIN COVENANTS AND AGREEMENTS

6.1 Repurchase Option. In the event Buyers shall fail to make any Purchase Price payment due hereunder, and such payment shall not have been made within sixty (60) days of Buyer's receipt of written notice from Sellers of such failure to pay, Sellers will have the right to repurchase the IP Assets and the Technology Transfer Materials (the "Repurchase Assets") for a total purchase price of \$100 in accordance with this Section 6.1. The closing of the transactions contemplated by this Section 6.1 (the "Repurchase Closing") shall take place on a date mutually agreeable to the parties within 30 days following Buyers' receipt of notice from Sellers that they have elected to repurchase the

Repurchase Assets pursuant to this Section 6.1. At the Repurchase Closing Sellers shall pay to Buyers the purchase price for the Repurchase Assets and Buyers shall execute and deliver documents to effect the transfer of the Repurchase Assets to Sellers. The foregoing right to repurchase the Repurchase Assets as set forth in this Section 6.1 shall be Sellers' sole and exclusive remedy in the event of Buyers' failure to make any Purchase Price payment due under this Agreement.

- 6.2 Prosecution and Maintenance of Patents. Unless and until (i) Buyers elects to exercise the buyout option under Section 2.3(g) or (ii) Sellers exercise the repurchase option under Section 6.1, Buyers shall, to the extent that it is commercially reasonable to do so in Buyers' discretion, diligently prosecute the patent applications and maintain the patents that are included in the Patent Rights (except for patents and applications that have not yet been filed or that are abandoned or lapsed as of the Effective Date), to the extent permitted by law, in the countries where the applicable patents or patent applications have been filed as of the Effective Date of this Agreement.
- 6.3 No Fiduciary Duty. The existence of Buyers' obligation to pay the Purchase Price does not create or evidence any express or implied fiduciary or special relationship between Buyers and Sellers, and does not create or constitute any basis for any fiduciary duties or other special duties to Sellers.
- 6.4 Sales Records. Buyers shall keep, and shall require their Affiliates to keep, accurate records (together with supporting documentation) of Products sold during any period in respect of which Purchase Price payments may be required to be paid hereunder. Such records shall be retained for at least three (3) years following the end of the reporting period to which they relate. They shall be available for examination by an accountant retained by Wagner and acceptable to Buyers (which such acceptance shall not be unreasonably withheld), for the sole purpose of verifying reports hereunder; provided that any such examination shall occur during Buyers' normal business hours not more than once in any calendar year. Wagner agrees that all audited information shall be confidential to Buyer's and their Affiliates. Any person conducting an audit on behalf of Wagner will be required to protect the confidentiality of such information by executing an appropriate confidentiality agreement.
- 6.5 Maintenance of Records. Buyers and Sellers agree that they shall each maintain for at least three years after the Effective Date (or for such longer period as may be required by applicable law) the respective books, records and documents sold or retained hereunder. During said period, representatives of Buyers shall be permitted to inspect and make copies of said books, records and documents retained by Sellers during normal business hours and upon reasonable notice for purposes related to the acquisition of the Purchased Assets; and representatives of Sellers shall be permitted to inspect and make copies of said books, records and documents sold to Buyers during normal business hours and upon reasonable notice for purposes related to winding up its affairs.
- 6.6 Further Assurances; Limited Power of Attorney. Sellers and Buyers each hereby covenant and agree with the other that at any time and from time to time they will promptly execute and deliver to the other such further assurances, instruments and documents and take such further action as the other may reasonably request in order to carry out the full intent and purpose of this Agreement. If Sellers fail to take such action

as reasonably requested, Sellers hereby grant to Buyers a limited power of attorney for purposes of maintaining and enforcing the IP Assets.

- 6.7 Fees and Expenses. Sellers and Buyers shall each bear their own expenses in connection with the negotiation and preparation of this Agreement and their consummation of the transactions contemplated hereby, including without limitation the fees and expenses of their respective counsel, accountants and consultants. Sellers shall be responsible for packaging the Inventory under standards reasonably specified by Buyers. Buyers shall be responsible for the cost of shipping the Inventory.
- 6.8 Confidentiality. Sellers will, and will cause their Affiliates and Representatives to, maintain the confidentiality of the Confidential Information at all times, and will not, directly or indirectly, use any Confidential Information for their own benefit or for the benefit of any other Person or reveal or disclose any Confidential Information to any Person, except in connection with this Agreement or with the prior written consent of Buyers. The covenants in this Section 6.8 will not apply to Confidential Information that (a) is or becomes available to the general public through no breach of this Agreement by Sellers or any of their respective Affiliates or Representatives or (b) Sellers are required to disclose by applicable Law; provided, however, that Sellers will notify Buyers in writing of such required disclosure as much in advance as practicable in the circumstances and cooperate with Buyers to limit the scope of such disclosure. At any time that Buyers may request, Sellers will, and will cause their respective Affiliates and Representatives to, turn over or return to Buyers all Confidential Information in any form (including all copies and reproductions thereof) in their respective possession or control.
- 6.9 Publicity. Neither Sellers nor Buyers will issue any press release or make any public announcement relating to the Transactions without the prior written approval of Buyers and Sellers; provided, however, that any party may make any public disclosure it believes in good faith is required by law with prior notice to the other party.
- 6.10 Change and Use of Name. Sellers will cease to use and will not grant any license to use any name containing the term "Celeros" or any name, slogan, logo or trademark that is similar to any of the trademarks acquired by Buyers pursuant hereto and will take such actions as Buyers may reasonably request to enable Buyers and their Affiliates to use such name, slogan, logo or trademark.

7. INDEMNIFICATION

- 7.1 Indemnification by Sellers. Sellers agree to jointly and severally indemnify and save harmless Buyers from and against any and all loss, liability, damages, cost or expense (including reasonable attorneys' fees) incurred by Buyers arising out of (i) Sellers' breach of any of their representations, warranties, covenants and agreements in this Agreement or in any agreement or document delivered by Sellers to Buyers hereunder, (ii) Sellers' failure to duly pay, perform or discharge any of the Excluded Liabilities, or (iii) Sellers' or the Purchased Assets' failure, prior to the Effective Date, to comply with any law, rule or regulation (including all export laws, rules and regulations). The aggregate amount of the indemnity payable by Sellers shall not exceed the Purchase Price actually paid to Sellers by Buyers hereunder; provided, however that (i) the foregoing limitation shall not apply in respect of any claim relating to any Excluded Liability or any fraudulent or intentional breach of any representation or warranty and (ii) Buyers may set off any amount to which they may be entitled for such indemnification pursuant to this Section

7.1 (including amounts in excess of Purchase Price actually paid, but not in any case in excess of Purchase Price paid and payable) against any Purchase Price payments due to Sellers pursuant to this Agreement.

- 7.3 Indemnification by Buyers. Buyers agree to indemnify and save harmless Sellers from and against any and all loss, liability, damages, cost or expense (including reasonable attorneys' fees) incurred by Sellers arising out of Buyers' breach of any of their representations, warranties, covenants and agreements in this Agreement or in any agreement or document delivered by Buyers to Seller hereunder, or Buyers' failure to duly pay, perform or discharge any of the Assumed Liabilities.

8. GENERAL PROVISIONS

- 8.1 Survival of Representations and Warranties. All representations and warranties made by Sellers and Buyers under this Agreement in connection with the transactions contemplated hereby or in any certificate, list or other instrument delivered pursuant hereto, shall survive for a period of two years following the Effective Date.

8.2 Other General Provisions.

- (a) Any notices to be given hereunder shall be sufficient if signed by the party (or party's attorney) giving same and either: (i) delivered in person; (ii) couriered by prepaid courier service; or (iii) faxed to other party if the sender has evidence of successful transmission, in any event to the following addresses:

If to Wagner:

Wagner Development, Inc.
2nd Floor, Le Prince de Galles
3-5 Avenue des Citronniers
MC98000 Monaco
Phone: 011 377 97-97-47-37
Fax: 011 377 97-97-47-30

If to Celeros:

Celeros, Inc.
1188 Centre Street
Newton Centre, MA 02459
Phone: 617 244-2800
Fax: 617 244-2889

If to Buyers:

KBI Biopharma, Inc.
APD Holdings, LLC
1101 Hamlin Rd.
Durham NC 27704
Phone: 919 479-9898
Fax: 919 620-7786

By such notice either party may change their address for future notices. Notices delivered in person shall be deemed given on the date delivered. Notices sent by fax shall be deemed given on the date faxed. Notices couriered shall be deemed given on the date of receipt.

- (b) This Agreement is not assignable by Sellers on the one hand or Buyers on the other without the express written consent of the other party hereunder, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyers may assign their rights and obligations under the Agreement to an Affiliate or to an entity which agrees to purchase all or substantially all of the Purchased Assets.
- (c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements (whether written or oral and whether express or implied) between the parties to the extent related to such subject matter.
- (d) No amendment of any provision of this Agreement will be valid unless the amendment is in writing and signed by Buyers and Sellers. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the waiving party. The failure of a party at any time to require performance of any provision of this Agreement will not affect such party's rights at a later time to enforce such provision. No waiver by a party of any breach of this Agreement will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.
- (e) Each provision of this Agreement is severable from every other provision of this Agreement. Any provision of this Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (f) The Section headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement. Any reference in this Agreement to any Section refers to the corresponding Section of this Agreement. Any reference in this Agreement to any Schedule refers to the corresponding Schedule attached to this Agreement and all such Schedules are incorporated herein by reference. The word "including" in this Agreement means "including without limitation." This Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision in this Agreement. All words in this Agreement will be construed to be of such gender or number as the circumstances require.
- (g) Each party acknowledges that the other parties would be damaged irreparably and would have no adequate remedy of law if any provision of

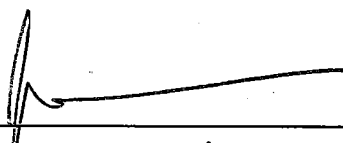
this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each party agrees that the other parties will be entitled to an injunction to prevent any breach of any provision of this Agreement and to enforce specifically any provision of this Agreement, in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security.

- (h) The rights and remedies of the parties under this Agreement are cumulative (not alternative) and in addition to all other rights and remedies available to such parties at law, in equity, by contract or otherwise.
- (i) This Agreement will be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law principles of any jurisdiction.
- (j) This Agreement may be executed in any number of counterparts all of which counterparts shall constitute one and the same instrument.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed by Sellers and Buyers as of the day and year first above written.

KBI Biopharma, Inc.

By 
Name: Joe McMahon
Title: President + CEO
Date: 12/18/13

APD Holdings, LLC

By 
Name: Andrew B. Cohen
Title: VP & General Counsel
Date: 12/18/2013

Celeros, Inc.

By _____
Name: _____
Title: _____
Date: _____

Wagner Development, Inc.

By _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, this Agreement has been duly executed by Sellers and Buyers as of the day and year first above written.

KBI Biopharma, Inc.

APD Holdings, LLC

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Celeros, Inc.

Wagner Development, Inc.

By Reenie McCarthy

By _____

Name: Reenie McCarthy

Name: _____

Title: Director

Title: _____

Date: December 18, 2013

Date: _____

IN WITNESS WHEREOF, this Agreement has been duly executed by Sellers and Buyers as of the day and year first above written.

KBI Biopharma, Inc.

APD Holdings, LLC

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

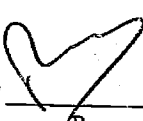
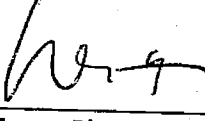
Date: _____

Date: _____

Celeros, Inc.

For and on behalf of
Wagner Development Inc.

By _____

By   _____
Raymond Long Sing Tang/
Hon Kit Bing

Name: _____

Name: _____

Title: _____

Title: Authorized Signatures

Date: _____

Date: December 17, 2013

Schedule 4.4

Contracts

1. Technical Co-Development Agreement dated November 28, 2008, between Celeros Inc. and Sanofi Pasteur.
2. Three-Party Escrow Service Agreement dated November 27, 2008, between Iron Mountain, Celeros, Inc. and Sanofi Pasteur.
3. Confirmation of termination of Iron Mountain escrow account and destruction of materials dated February 16, 2011, relating to Celeros and Sanofi Pasteur Co-Development.
4. Oral agreement with Dr. Wallace Leung, PolyU Technology and Consultancy Co. Ltd., The Hong Kong Polytechnic University, Hung Hom, Kowloon, Hong Kong, to provide consultancy services. The nature and date of such services are indicated below, as well as amounts paid to Dr. Leung for reimbursement of expenses:

11/12/2008	\$5,775	Design of improved feed accelerator
01/08/2010	\$4,400	Design of Improved Feed Accelerator for Celeros' Tubular Centrifuge
5. Letter agreement concerning co-development information dated July 9, 2013, between Celeros Inc. and Sanofi-Pasteur.
6. Limited License Agreement for service and maintenance of ADP 125 centrifuge dated July 10, 2013, between Wagner Development, Inc., Celeros, Inc., and Desert Lake Technologies LLC.
7. Mutual Satisfaction and Release dated August 12, 2013, between Ajinomoto Althea, Inc. and Celeros, Inc.
8. Mutual Satisfaction and Release dated October 30, 2013, between Albany Molecular Research, Inc. and Celeros Inc.
9. All Contracts with inventors assigning rights to or requiring inventors to assign rights to Sellers in respect of the IP Assets

Schedule 4.5(b)

Patent Rights

Docket No.	Title	Country	Appln. No.	Appln. Date	Patent No.	Issue Date	Status
RBCW-001XB	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	UK	01 957 386.4	8/01/2001	1 372 863	5/10/2010	Abandoned
RBCW-001XC	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	Germany	01 957 386 4	8/01/2001	1 372 863	5/10/2010	Abandoned
RBCW-001XD	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	France	01 957 386.4	8/01/2001	1 372 863	5/10/2010	Abandoned
RBCW-001XE	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	EP	01 957 386.4	8/01/2001	1 372 863	5/10/2010	Issued/ Nat'l phase
RBCW-001XJ	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	Italy	01 957 386.4	8/01/2001	1 372 863	5/10/2010	Abandoned
RBCW-001XF	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	Japan	2002-517216	8/01/2001	4,941,919	3/09/2012	Abandoned
RBCW-001XS	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	China	01 8 02326.6	8/01/2001	1388766	1/01/2003	Issued— Assigned ¹
RBCW-001XX	CENTRIFUGE HAVING AXIALLY MOVABLE SCRAPING ASSEMBLY FOR AUTOMATIC REMOVAL OF SOLIDS	US	09/896,551	6/29/2001	6,632,166	10/14/2003	Issued
RBCW-001Xq800	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	US Prov.	60/223,409	8/4/2000			Lapsed - Utility Filed
RBCW-001Xq999	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	PCT	PCT/US01/24196	8/1/2001			Lapsed - In Nat'l Phase
RBCW-003AE	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	EP	08 000 403.0	4/14/2003			Pending
RBCW-003AF	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	JP	2009-254782	11/06/2009	5,221,490	3/15/2013	Issued
RBCW-003AS	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	CN	200610091768.X	4/14/2003	ZL200610091768X	10/22/2008	Issued
RBCW-003AX	CENTRIFUGAL SEPARATOR WITH SCRAPER OR PISTON FOR DISCHARGING SOLIDS	US	10/874,150	6/22/2004	6,986,734	1/17/2006	Issued
RBCW-003BB	CENTRIFUGE WITH SOLIDS DISCHARGE VIA SOLIDS VALVE OF THE HOUSING	UK	08 000 404.7	1/10/2008	2,158,971	1/23/2013	Issued
RBCW-003BC	CENTRIFUGE WITH SOLIDS DISCHARGE VIA SOLIDS VALVE OF THE HOUSING	Germany	08 000 404.7	1/10/2008	60343202.6	1/23/2013	Issued
RBCW-003BD	CENTRIFUGE WITH SOLIDS DISCHARGE VIA SOLIDS VALVE OF THE HOUSING	France	08 000 404.7	1/10/2008	2,158,971	1/23/2013	Issued
RBCW-003BE	CENTRIFUGE WITH SOLIDS DISCHARGE VIA SOLIDS VALVE OF THE HOUSING	EP	08 000 404.7	1/10/2008	2,158,971	1/23/2013	Issued/ Nat'l phase

¹ Assigned by RB Carr Engineering to Shanghai Centrifuge Institute.

Docket No.	Title	Country	Appl. No.	Appl. Date	Patent No.	Issue Date	Status
RBCW-003BS	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	CN	200610091766.0	4/14/2003	ZL200610091766.0	11/26/2008	Issued
RBCW-003CS	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	CN	200610091767.5	4/14/2003	ZL200600091767.3	2/23/2011	Issued
RBCW-003XB	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	UK	03 746 720.6	4/14/2003	1,494,816	1/30/2013	Issued
RBCW-003XC	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	Germany	03 746 720.6	4/14/2003	60343222.0	1/30/2013	Issued
RBCW-003XD	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	France	03 746 720.6	4/14/2003	1,494,816	1/30/2013	Issued
RBCW-003XE	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	EP	03 746 720.6	4/14/2003	1,494,816	1/30/2013	Issued/Natl phase
RBCW-003XF	AUTOMATIC TUBE-BOWL CENTRIFUGE FOR CENTRIFUGAL SEPARATION OF LIQUIDS AND SOLIDS WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	JP	2003-583641	10/08/2004	4,542,785	7/2/2010	Issued
RBCW-003XS	AUTOMATIC TUBE-BOWL CENTRIFUGE FOR CENTRIFUGAL SEPARATION OF LIQUIDS AND SOLIDS WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	CN	03808279 9	10/12/2004	ZL03808279 9	12/13/2006	Issued
RBCW-003XX	AUTOMATIC TUBE-BOWL CENTRIFUGE FOR CENTRIFUGAL SEPARATION OF LIQUIDS AND SOLIDS WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	US	10/412,943	4/14/2003	6,776,752	8/17/2004	Issued
RBCW-003Xq800	AUTOMATIC TUBE BOWL (ATB) CENTRIFUGE FOR SOLIDS DISCHARGE USING A SCRAPER OR A PISTON	US Prov.	60/372,153	4/12/2002			Lapsed - Utility Filed
RBCW-003Xq999	AUTOMATIC TUBE-BOWL CENTRIFUGE FOR CENTRIFUGAL SEPARATION OF LIQUIDS AND SOLIDS WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	PCT	PCT/US03/11120	4/14/2003			Lapsed - In Natl Phase
RBCW-004AE	CONICAL PISTON SOLIDS DISCHARGE AND PUMPING CENTRIFUGAL SEPARATOR	EP	05 800 910 1	10/10/2005			Pending
RBCW-004AF	CONICAL PISTON SOLIDS DISCHARGE AND PUMPING CENTRIFUGAL SEPARATOR	JP	2007-537419	4/23/2007	5010477	6/8/2012	Issued
RBCW-004AS	CONICAL PISTON SOLIDS DISCHARGE AND PUMPING CENTRIFUGAL SEPARATOR	CN	200580036706.2	4/25/2007	ZL200680036706	1/27/2010	Issued
RBCW-004AX	CONICAL PISTON SOLIDS DISCHARGE AND PUMPING CENTRIFUGAL SEPARATOR	US	10/973,949	10/26/2004	7,261,683	8/28/2007	Issued
RBCW-004Aq999	CONICAL PISTON SOLIDS DISCHARGE AND PUMPING CENTRIFUGAL SEPARATOR	PCT	PCT/IB05/003457	10/10/2005			Lapsed - In Natl Phase
RBCW-004XE	CONICAL PISTON SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR	EP	05 761 729.2	5/7/2005			Pending
RBCW-004XF	CONICAL PISTON SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR	JP	2007-507871	10/13/2006	4,941,940	3/9/2012	Issued

Docket No.	Title	Country	Appl. No.	Appl. Date	Patent No.	Issue Date	Status
RBCW-004XS	CONICAL PISTON SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR	CN	200580019485.8	12/14/2006	ZL2005800194895	10/6/2010	Issued
RBCW-004XX	CONICAL PISTON SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR	US	10/823,844	4/14/2004	7,052,451	5/30/2006	Issued
RBCW-004Xq999	CONICAL PISTON SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR	PCT	PICT/UB06/002315	4/7/2005			Lapsed - In Natl Phase
RBCW-005AA	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	CA	2,632,255	12/5/2006			Abandoned
RBCW-005AE	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	EP	06 851 233.4	6/12/2008			Abandoned
RBCW-005AF	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	JP	2008-542864	6/3/2008	4,976,414	4/20/2012	Issued
RBCW-005AG	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	AU	2006343994	12/5/2006			Abandoned
RBCW-005AS	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	CN	20060052292 7	8/4/2008	ZL200680052292	5/30/2012	Abandoned
RBCW-005AX	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	US	11/634,363	12/5/2006	7,628,749	12/8/2009	Issued
RBCW-005AY	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	India	4649/DELNP/2008	12/5/2006			Abandoned
RBCW-005AB	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	KR	PCT2008-7016521	7/7/2008			Abandoned
RBCW-005Aq800	APD CENTRIFUGE WITH GAS DRIVEN PISTON AND MEMBRANE FILTER	US Prov	60/742,558	12/5/2006			Lapsed - Utility Filed
RBCW-005Aq999	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	PCT	PCT/UB06/004044	12/5/2006			Lapsed - In Natl Phase
RBCW-005BX	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	US	12/577,775	10/13/2009	7,935,042	5/3/2011	Issued
RBCW-005Bq800	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	US Prov	60/756,381	1/4/2006			Lapsed - Utility Filed
RBCW-005XA	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	CA	2,621,478	8/25/2006	2,621,479	12/13/2011	Issued
RBCW-005XB	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	UK	06 795 403.2	8/25/2006	1 945 369	7/22/2009	Issued
BCW-005XC	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	Germany	06 795 403.2	8/25/2006	1 945 369	7/22/2009	Issued

Docket No.	Title	Country	Appl. No.	Appl. Date	Patent No.	Issue Date	Status
BCW-005XD	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	France	06 795 403.2	8/25/2006	1 945 369	7/22/2009	Issued
BCW-005XE	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	EP	06 795 403.2	8/25/2006	1 945 369	7/22/2009	Issued - In Natl Phase
RBCW-005XF	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	JP	2008-528594	2/29/2008	5,118,641	10/26/2012	Issued
RBCW-005XG	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	AU	2006286309	8/25/2006	2006286309	5/19/2011	Issued
RBCW-005XJ	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	Italy	06 795 403.2	8/25/2006	72532/BE/2009	7/22/2009	Issued
RBCW-005XS	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	CN	200680039475.5	4/23/2008	ZL200680039475	6/29/2011	Issued
RBCW-005XX	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	US	11/218,280	9/1/2005	7,618,361	11/17/2009	Issued
RBCW-006XY	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	India	2625/DELNP/2008	8/25/2006			Pending
RBCW-005Xb	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	KR	10-2008-7007918	4/1/2008	10-1097515	12/15/2011	Issued
RBCW-005Xq999	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	PCT	PCT/IB06/002411	8/25/2006			Lapsed - In Natl Phase
RBCW-006XE	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	EP	09 810 788 1	12/29/2009			Pending
RBCW-006XF	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	JP	2011-542924	6/28/2011			Pending
RBCW-006XG	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	AU	2009334385	12/29/2009			Pending
RBCW-006XS	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	CN	200980157670.1	8/29/2011			Allowed
RBCW-006XX	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	US	12/648,625	12/29/2009	8,475,352	7/2/2013	Issued
RBCW-006Xq800	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	US Prov	61/141,040	12/29/2008			Lapsed - Utility Filed
RBCW-006Xq999	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	PCT	PCT/IB09/007990	12/29/2009			Lapsed - In Natl Phase
RBCW-007Xq800	FEED ACCELERATOR FOR LOW SHEAR CENTRIFUGAL SEPARATOR	US Prov	61/863,067	8/7/2013			Pending
RBCW-008Xq800	TWO ZONE DISPOSABLE PROCESS CONTACT CENTRIFUGE FOR BIO-SEPARATIONS	US Prov	61/863,074	8/7/2013			Pending

Schedule 4.5(c)

Trademark Rights

Trademark	Registration Number	Goods and Services	Filing Date	Registration Date	Status
CELEROS	United States 77871238	Class 007. Machines for dividing, clarifying, separating and conveying of liquid mixtures of substances, namely, centrifuges and centrifugal separators, and their replacement parts; machines for use in the food, chemical, pharmaceutical and cosmetic industries, namely, centrifuges and centrifugal separators, and their replacement parts.	11/12/2009	11/30/2010	Active
CELEROS	European Community 009098187	Class 007. Machines for dividing, clarifying, separating and conveying of liquid mixtures of substances, namely, centrifuges and separators, and their replacement parts and fittings therefor; machines for use in the food, chemical, pharmaceutical and cosmetic etc	5/12/2010	11/12/2010	Active
Celeros Separations [Design]	United States 78593272	Centrifuges, namely, bioprocessing separation machines	3/23/2005	1/2/2007	Abandoned
APD-50					Unregistered trade name
APD-75					Unregistered trade name
APD-125					Unregistered trade name
APD-250					Unregistered trade name

Schedule 4.6

Inventory; Technology Transfer Materials

Inventory

Centrifuges:

- APD-250-02, S/N CC2090001 (CSL)

Machine is fully disassembled and ready for pack out. Main frame on skid balance of machine components need to be boxed and made ready for shipment. Spare spindle assembly available and awaiting testing.

- APD-125-10, S/N CB2120013 (NANOSYS)

Core Centrifuge and machine frame only. Controls/process skid completed at Dakota systems in Dracut, MA. Not part of machine offering. Dakota property. Celeros machine needs to be broken down and made ready for pack out.

- APD-125 S/N CB2060001 (DEMO #1)

Machine complete disassembled and ready for pack out

- APD-75 S/N CA1050001 (DEMO#1)

Machine recently FAT'ed , Needs to be broken down and made ready for pack out

- APD-75 S/N CA1060003 (DEMO#3)

Partially disassembled, Needs to be broken down and made ready for pack out

- APD-75 S/N CA1060005 (DEMO#5 JM)

Machine located in Europe with JM Separations, Clean papers unavailable for import back to USA, Carnet expired

- DESK TOP THERMO CENTRIFUGE S/N 220840178 WITH ACCESSORIES

On skid and needs to be secured and ready for shipment, accessories need to be boxed

Spare Parts:

- Approximately 34 Boxes of Spare Parts (as detailed in attached inventory lists).
- APD-50 Parts

Skid inventory at Marlborough Storage					
					10/18/2013
Skid #	W	L	H		
1	72	180	84	Main 250 skid with Main frame and process piping and PPS	
2	27	90	30	250 bowl	
3	54	72	54	250 vessel	
4	64	100	54	250 bowl case ect.	
5	27	67	20	250 PPS tubes	
6	48	74	88	250 shipping frame with motor and spindle	
7	27	27	36	250 spare spindle assembly need to be run in	
8	36	60	55	250 Transformer and drive	
9	32	72	60	250 vacuum pump	
* 10				* 250 Doc & tools Skid #(29)	
* 11				* 250 Doc & tools Skid #(29)	
12	58	86	88	machine crate,APD-75, S/N CA1060003 (DEMO#3) Pump cart, Alum service lift, CIP cart, Misc. items, Needs to be S/U and run before trial	
13	63	80	91	machine crate	
14	33	50	76	APD-125 Test stand CRS frame	
15	63	77	92	machine crate	
16	29	43	72	machine crate,APD-75 S/N CA1050001 (DEMO#1) FAT recently completed ready for trial	
17	45	55	56	Mobile SS tank with heater and pump	
18	48	96	55	Wood Crate	
19	32	42	36	250 Build books, Piston Fixture, Hose valves, Piston seals, Misc.	
20A	39	48	36	Wire mesh skid Misc items	
20B	39	48	36	Wire mesh skid	
21	24	60	72	HD SHELF	
22A	24	60	72	HD SHELF	
22B	24	36	72	HD SHELF	
	13	36	75	O-RING & Seals see inventory boxes 30 & 33	
	13	36	75	O-RING & Seals see inventory boxes 30 & 33	
24	22	44	30	Wood Crate	
25	72	72	80	1500 l tank	
26	72	72	80	1500 l tank	
27	39	48	36	250 G PLASTIC SQ TANK	
28	36	48	72	125 TEST FRAME FOR BOWL SPIN	
29	22	44	32	250 spindle taper gages, cGMP books 250 Doc books	
30					
See Picture folder for crate pictures and storage pic					

1 Box #

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	300-004	2	
2	300-016	3	
3	300-017	2	
4	300-021	3	
5	300-022	4	
6	300-023	1	
7	300-024	1	
8	300-029	7	
9	300-030	2	
10	300-037	3	
11	300-046	2	
12	300-047	5	
13	300-050	2	
14	300-052	1	
15	300-054	1	
16	300-065	4	
17	300-073	8	
18	300-074	1	
19	300-094	2	
20	300-097	2	
21	300-102	1	
22	300-120	1	
23	300-133	1	
24	300-174	2	
25	300-183	3	
26	300-202	7	
27	300-222	3	
28	300-223	21	
29	300-224	2	
30	300-225	22	
31	300-507	15	
32	300-508	4	
33	300-510	11	
34	300-511	5	
35	300-807	98	
	300-808	16	
	300-703	3	
	300-800	42	
	300-801	31	

2

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	300-804	92	
2	300-805		
3	400-002	1	
4	400-015	4	
5	400-165	1	
6	400-017	1	
7	400-025	1	
8	400-032	1	
9	400-037	1	
10	400-043	8	
11	400-048	2	
12	400-052	1	
13	400-060	1	
14	400-064	1	
15	400-073	2	
16	400-092	7	
17	400-094	2	
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3

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	400-055	4	
2			
3			
4			
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9			
10			
11			
12			
13			
14			
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4

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	400-098	1	
2	400-102	8	
3	400-104	1	
4	400-107	3	
5	400-143	10	
6	400-147	1	
7	400-149	1	
8	400-150	1	
9	400-163	17	
10	400-158	1	
11	400-165	1	
12	400-173	1	
13	400-177	1	
14	400-178	3	
15	400-201	1	
16	400-203	6	
17	400-204	2	
18	400-205	3	
19	400-209	1	
20	400-213	1	
21	400-215	1	
22	400-236	1	
23	400-242	2	
24	400-243	2	
25	400-244	2	
26	400-248	1	
27	400-249	2	
28	400-258	2	
29			
30			
31			
32			
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34			
35			

5

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	400-290	2	
2	400-305	2	
3	400-315	1	
4	400-402	2	
5	400-440	4	
6	400-441	3	
7	400-452	1	
8	400-458	1	
9	400-467	2	# 5796, #5826
10	400-493	2	
11	400-319	1	
12	400-329	2	
13	400-339	2	
14	400-400	2	
15	400-491	2	
16	400-503	2	
17	400-504	4	
18	400-524	1	
19	600-001	1	
20	600-002	1	
21	600-007	2	
22	600-015	1	
23	600-017	4	
24	600-018	3	
25	600-021	2	
26	600-033	3	
27	600-040	2	
28	600-055	3	
29	600-056	2	
30	600-057	10	
31	600-061	1	
32	600-069	3	
33	600-070	2	
34	600-074	1	
35	600-075	7	

GA

Inventory List

Date: _____

1 of 2

	Part Number	Quantity	Comment
1	600-088	1	
2	600-089	1	
3	600-090	1	
4	600-102	1	
5	600-106	1	
6	600-108	1	
7	600-112	4	5961, 5962, 6040, 6042
8	600-113	1	
9	600-114	5	
10	600-117	7	
11	600-118	2	
12	600-704	1	
13	600-801	3	
14	600-802	1	
15	600-804	2	For use w/ APD-75 B37
16	700-008	9	
17	700-014	2	
18	700-026	14	
19	700-032	2	
20	700-043	6	
21	700-044	2	
22	700-046	10	
23	700-047	1	
24	700-049	12	
25	700-050	1	
26	700-060	3	
27	700-062	7	
28	700-064	2	
29	700-070	1	
30	700-075	8	
31	700-077	2	
32	700-084	1	
33	700-085	3	
34	700-089	2	
35	700-098	1	
	700-099	1	
	700-113	2	
	700-115	1	
	700-123	1	

LB

Inventory List

Date: _____

2082

	Part Number	Quantity	Comment
1	700-130	2	
2	700-133	2	
3	700-137	2	
4	700-140	17	
5	700-141	21	
6	700-142	5	
7	700-149	1	
8	700-158	4	
9	700-202	10	
10	700-204	10	
11	700-212	17	
12	700-213	14	
13	700-214	1	
14	700-220	3	
15	700-224	1	
16	700-226	25	
17	700-227	2	
18	700-228	3	
19	700-229	10	
20	700-236	2	
21	700-237	10	
22	700-238	17	
23	700-249	8	
24	700-250	1	
25	700-251	4	
26	700-252	7	
27	700-253	14	
28	800-174	9	
29	900-563		
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7

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	400-001	27	
2	400-003	1	
3	400-008	12	
4	400-009	1	
5	400-010	1	
6	400-011	1	
7	400-018	3	
8	400-020	2	
9	400-022	1	
10	400-024	4	
11	400-035	1	
12	400-036	2	
13	400-039	1	
14	400-040	2	
15	400-050	1	
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8

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	400-044	9	
2	400-045	1	
3	400-046	4	
4	400-051	1	
5	400-053	2	
6	400-057	1	
7	400-058	1	
8	400-059	2	
9	400-068	2	
10	400-071	2	
11	400-075	1	
12	400-106	1	
13	400-116	3	
14	400-117	3	
15	400-120	1	
16	400-352	22	
17	400-237	6	
18	400-277	2	
19	400-124	3	
20	400-127	1	
21	400-161	1	
22	400-164	3	
23	400-166	1	
24	400-172	2	
25	400-181	2	
26	400-185	2	
27	400-007	1	
28	400-020	1	
29	400-224	1	
30	400-227	2	
31	400-228	3	
32	400-230	2	
33	400-259	2	
34	400-359	2	
35	400-386	20	
	400-387	7	
	400-388	2	
	400-408	2	

9

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	APD-75-A03	2	
2	APD-75-A04	3	
3	APD-75-A05	1	
4	APD-75-A08	3	
5	APD-75-A10	3	
6	APD-75-A12	1	
7	APD-75-A14	2	
8	APD-75-B01	3	
9	APD-75-B02	1	
10	APD-75-B08	3	
11	APD-75-B09	4	
12	APD-75-B18	1	
13	APD-75-B19	4	
14	APD-75-B20	5	
15	APD-75-C04	1	
16	APD-75-B21	4	
17	APD-75-C09	6	
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10

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	APD-75-C02	7	
2	APD-75-C07	4	
3	APD		
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5			
6			
7			
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11

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	APD-75-C10	7	
2	APD-75-D03	4	
3	APD-75-D04	3	
4	APD-75-D07	2	
5	APD-75-D08	2	
6	APD-75-D09	1	
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12

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	APD-75-D10	4	
2	APD-75-D11	3	
3	APD-75-D12	6	
4	APD-75-D13	6	
5	APD-75-D14	1	
6	APD-75-D15	3	
7	APD-75-D16	4	
8	APD-75-D005	1	
9	APD-75-E06	8	
10	APD-75-E07	8	
11	APD-75-F03	4	
12	APD-75-F05	7	
13	APD-75-F06	1	
14	APD-75-F07	4	
15	APD-75-F08	1	
16	APD-75-F09	2	
17	APD-75-F10	7	
18	APD-75-F11	3	
19	APD-75-G04	2	
20	APD-75-J13	4	
21	APD-75-J14	5	
22	APD-75-J19	2	
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13

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	APD-125-G14	8	
2	APD-125-G17	8	
3	APD-125-G25	1	
4	APD-125-G26	3	
5	APD-125-G48	2	
6	APD-125-G49	3	
7	APD-75-G43	4	
8	APD-125-G44	2	
9			
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14

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	APD-75-G49	6	
2	APD-125-G54	5	
3	APD-125-G56	8	
4	APD-125-G57	5	
5	APD-125-G59	1	
6	APD-125-G65	4	
7	APD-125-G76	1	
8	APD-125-G77	2	
9	APD-125-G78	1	
10	APD-125-G79	2	
11	APD-125-G80	8	
12	APD-125-G81	3	
13	APD-125-G85	2	
14	APD-125-G92	1	
15	APD-125-G95	1	
16	APD-125-G125	4	
17	APD-125-G145	1	
18	APD-125-G175	1	
19	APD-125-G192	2	
20	APD-125-G200	2	
21	APD-125-H09	10	
22	APD-125-H11	11	
23	APD-125-H24	2	
24	APD-125-H26	15	
25	APD-75-G130	5	
26	APD-125-G269	2	
27	APD-125-G272	2	
28	700-049	6	
29	700-140	6	
30	700-141	5	
31	700-142	5	
32	700-060	12	
33			
34			
35			

#15 APD-250 - Inv. Parts

Inventory List

Date: 10/3/13

with 250 skills

	Part Number	Quantity	Comment
1	400 - 379	1	
2	400 - 411	1	
3	400 - 354	2	
4	300 - 105	1	
5	Gear Blanks	2	
6	APD-250-A46	1	
7	APD-250-B45	2	
8	APD-250-B34	1	
9	APD-250-B15	1	
10	APD-M255	2	
11	APD-250-G222	1	
12	APD-250-A66	1	need Pins Added
13	APD-250-B50	1	
14	204-258	1	
15	200-G28	5	obsolete No Bump
16	EF70-M5.7x25/1.6	30	O-Ring
17	APD-250-F02	2	No Holes
18	APD-250-B62	1	
19	APD-250-A53	5	
20	APD-250-A03	2	
21	APD-250-A34	2	
22	300-122	1	
23	APD-250-B21	1	
24	APD-250-B44	1	Alum R&D
25	APD-250-B44	1	SST Prod.
26	APD-250-F06	3	
27	APD-250-F07	3	
28	APD-250-FG151	1	
29	APD-250-B42	1	
30	APD-250-A10	6	
31	APD-250-A37	1	
32	APD-250-A05	1	
33	APD-250-B19	13	
34	APD-250-C80	4	
35	APD-250-A56	221	
	APD-250-B46	6	
	APD-250-F14	1	

PATENT

REEL: 045343 FRAME: 0819

#16

Inventory List

Date: 10/3/13

	Part Number	Quantity	Comment
1	APD-125-A09	1	
2	APD-125-A68	2	
3	APD-125-A74	1	
4	800-100	1	Alum Cone Feed Hcl.
5	APD-125-A71	1	Alum Piston Semi-Fin
6			
7			
8			
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#17

Inventory List

Date: 10/3/13

	Part Number	Quantity	Comment
1	APD-125-A22	2	
2	APD-125-A11	4	
3	APD-125-A34	1	
4	APD-125-A59	1	
5	APD-125-A53	50	
6	APD-125-A39	12	
7	APD-125-A61*		*Tooling
8	APD-125-A69	4	
9	APD-125-A73	4	
10	APD-125-A75	8	
11	APD-125-A77	1	
12	APD-125-A79	1	No Hole
13	APD-125-A80	2	
14	APD-125-A81	1	
15	APD-125-A87	3	
16	APD-125-A88	7	
17	APD-125-A89	3	
18	APD-125-A97	1	
19	APD-125-F40	1	
20	APD-125-F71	4	
21	APD-125-F35	3	
22	APD-125-F36	7	
23	APD-125-F37	6	
24	APD-125-F38	1	
25	APD-125-F20	1	
26	APD-125-F24	1	
27	APD-125-F22	4	B/K EPDM
28	APD-125-F23	7	B/K EPDM
29	APD-125-F114	3	B/K Kalrez
30	APD-125-F115	3	B/K Kalrez
31	APD-125-F26	1	
32	APD-125-F32	1	
33	APD-125-F110-02	1	
34	APD-125-F04	4/4	Semi-Fin less hole (4) (4) complete
35	APD-125-F33	5	
	APD-125-F34	1	
	APD-125-F58	#3	
	APD-125-F45	#5	
	APD-125-F67	6	

#18

Inventory List

Date:

10/3/13

	Part Number	Quantity	Comment
1	APD-125-F76	3	
2	APD-125-F77	2	
3	APD-125-F82	4	
4	APD-125-F89	17	
5	APD-125-F84	1	
6	APD-125-F106	5	
7	APD-125-F107	5	
8	APD-125-D48	5	
9	APD-75-E12	1	
10	APD-75-E13	1	
11	APD-75-C08	1	
12	APD-75-E10	2	Sets
13	APD-75-E04	1	
14	APD-75-E05	2	
15	APD-75-E02	1	Set
16	APD-75-D60	7	
17	APD-75-D61	7	
18	APD-125-D73	1	
19	APD-125-D75	2	
20	APD-125-D78	2	Sets
21	APD-125-D108	4	
22	APD-125-F121	1	Feed Jet no hole
23			
24			
25			
26			
27			
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32			
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#19

Inventory List

Date: 10/7/13

	Part Number	Quantity	Comment
1	APD-125-2007	1	New Spindle Assy
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
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#20

Inventory List

Date: 10/7/13

	Part Number	Quantity	Comment
1	APD-125-F103	2	
2	APD-125-F11 rev D	1	025060-1-1-2
3	APD-125-F02	1	Sealwater Tank
4	APD-Bowl End Caps Delrin	1 set	For Electro Polish
5	DMK6-04	5	SMC Bulkhead
6	DMK12-04	6	SMC Bulkhead
7	MP37CA00	7	Speed sensor
8	FP3X8-14	1	Copper Heat Exch.
9			
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#21

Inventory List

Date: 10/7/13

	Part Number	Quantity	Comment
1	APD-75-B03	1	Std Bearing Housing
2	APD-125-B69	1	CIP Bearing Housing
3	APD-125-B68	1	
4	400-050	1	
5	400-019	2	
6	APD-125-G271	2	
7	APD-125-B05	2	
8	APD-125-B06	2	
9	APD-125-B04	1	
10	APD-125-B03	2	
11	APD-125-B02	1	
12	APD-75-B04	6	with Radius gage
13	APD-125-B30	6 sets	Semi-Finished
14	APD-125-B30	4 sets	100% comp.
15	APD-125-B07	1	
16	APD-75-B11	4	
17	APD-75-B12	4	
18	APD-125-B09	4	
19	APD-125-B08	1	
20	APD-125-B23	9	
21	APD-125-B22	1	
22	APD-75-B21	sheet	EPDM T# 6254 Material
23	APD-125-B21	7	
24	APD-125-B20	4	
25	APD-75-B14	3	
26	APD-75-B13	3	
27			
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#22



Inventory List

Date: 10/8/13

	Part Number	Quantity	Comment
1	APD-75-B06	1	
2	APD-75-B07	3	
3	A/G-AT5/920	6	125 Belt less Green
4	APD-125-B43	2	
5	APD-125-B49	6	
6	APD-125-B53	6	
7	APD-125-B54	4	
8	APD-125-B38	1	Spindle
9	APD-75-B103	1	Seal Plate Assy
10	APD-75-B32	5	Seal Plate
11	APD-75-B69	1	Seal Plate SIP
12	Seal Plate Lathe Fix	1	
13	APD-125-B32	1	
14	APD-125-B34	7	
15	APD-75-B33-01,02,03	Various	
16	APD-125-C02	3	
17	APD-75-C08	1	
18	APD-125-C10	6	Inflatable Seal
19	400-041	2	
20	APD-75-C15	2	
21	APD-125-C21	3	
22	APD-125-C22	2	
23	APD-125-C23	21	
24	APD-75-C24	2	
25	APD-75-C23	4	
26	APD-75-C26	5	
27	APD-125-C30	1	
28	APD-125-C32	3	
29	APD-125-B59	1	
30	APD-125-B58	1	
31	APD-125-B60	3	
32	APD-125-B68	1	
33	APD-125-B02	2	
34	APD-125-B55	1	
35	APD-125-B56	1	

#23

Inventory List

Date: 10/8/13

	Part Number	Quantity	Comment
1	APD-M65	4	
2	APD-m76	7	
3	APD-m12	2	
4	APD-m23	6	
5	APD- 125 -L16	10	
6	APD-T04	5	
7	APD-75-T04	2	
8	APD-75-T03	6	
9	APD-T278	3	Inflatable Seal tool with Inst.
10	APD-T221	2	
11	APD-T121	2	
12	APD-T02	4	
13	APD-T16	1	
14	APD-T62	1	
15	APD-75 Bowl wrench	3	
16	APD-T65	4	
17	Various Spannerwrench	5+	
18			
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#24

Inventory List

Date: 16/8/13

	Part Number	Quantity	Comment
1	APD-T 17	2	
2	APD-T 21	2	
3	APD-T 18	3 4	
4	APD-T 20	5	
5	APD-T 134	2	
6	APD-T 65	1	
7	APD-T 62	2	
8	APD-T 63	4	
9	APD-T 66	1	
10	APD-T 68	8	
11	APD-T 200	1 set	
12	APD-T 221	2	
13	APD-T 222	1	
14			
15			
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#25
1 of 2
2 Boxes

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	300-228	20	Piston Magnets
2			1
3			
4			
5			
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#26

Inventory List

Date: 10/8/13

Tubing

	Part Number	Quantity	Comment
1	700-106	1	Bag open
2	700-110	1	
3	700-107	1	
4	700-248	1	
5	700-108	1	
6	700-023	1	
7	700-222	1	
8	700-225	1	
9	700-223	1	
10	700-023	1	
11	700-104	1	
12	700-208	1	
13	1J-166-27	1	Freeline wade
14	1E-158-10	1	FW
15	1J-151-27	1	FW
16	1J-901-10	1	FW
17	700-104	400FT	FW Black Roll
18	Misc	Various	Various
19			
20			
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#27

Inventory List

Date: 10/8/13

Burns

	Part Number	Quantity	Comment
1	600-607	1	Pump & Motor
2	600-607		Pump head
3			
4			
5			
6			
7			
8			
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#28

Inventory List

Date: 10/8/13

	Part Number	Quantity	Comment
1	960-3099	1	Master Flex Pump
2			1P HP Pump HD, NEMA
3			ADPT 3.1.1
4			
5			
6			
7			
8			
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#29

Inventory List

Date: _____

	Part Number	Quantity	Comment
1	APD-125-H12	1	Pneumatic Enclosure
2	APD-125-H06	1	
3			
4			
5			
6			
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#30

1/2

Inventory List

Date: 10/9/13

	Part Number	Quantity	Comment
1	200-625	3	
2	200-622	12	
3	200-628	4	
4	200-621	5	
5	200-626	8	
6	200-627	35	Seal Plate Seals
7	200-639	10	
8	200-631	5	
9	200-803	7	
10	200-807	8	
11	200-117	9	
12	200-118	5	
13	200-126	8	
14	201-128	5	
15	201-143	8	
16	201-217	3	
17	201-225	6	
18	201-233	1	
19	201-251	1	
20	201-254	1	
21	201-255	1	
22	202-125	12	
23	202-126	8	
24	202-211	8	
25	202-212	9	
26	202-217	8	
27	202-225	7	
28	203-500	50	
29	203-501	20	
30	203-502	50	
31	203-503	3	
32	203-504	20	
33	203-505	20	
34	203-506	10	
35	203-507	10	
	203-509	10	

#36

2 of 2

Inventory List

Date: 10/9/13

	Part Number	Quantity	Comment
1	205-031	25	
2	205-139	40	
3	205-151	30	
4	205-231	12	
5	205-233	16	
6	205-247	15	
7	205-347	18	
8	206-001	6	
9	206-002	2	
10	206-003	25	
11	206-004	8	
12	206-005	6/5	6 Red / 5 Natural 125 Piston Seal
13	206-015	2	
14	206-025	4	
15	206-126	5	
16	207-225	3	
17	209-001	2	
18	209-002	2	
19	209-003	2	
20	209-500	4	
21	209-501	5	
22	209-502	7	
23	209-503	25	
24	Cond Stack	Roll	
25	Misc O-Rings	Box	
26	200-507	1	
27	200-508	5	
28	200-509		
29	200-600	6	
30	200-603	2	
31	200-604		
32	200-606	2	
33	200-615	20	
34	200-617	4	
35	200-620		
	200-621	5	

PATENT

REEL: 045343 FRAME: 0835

#3/

Inventory List

Date:

10/9/13

	Part Number	Quantity	Comment
1	400-048	1	
2	600-039	2	
3	600-097	1	
4	600-036	1	
5	600-037	1	
6	600-038	3	
7	400-464	1	
8	600-093	2	
9	600-016	1	
10	300-801	8	
11	600-076	1	
12	700-200	1	
13	600-005	1	
14	600-077	2	
15	600-073	1	
16	600-607	1	
17	400-530	5	Pall Filters
18	APD-125-G201	1	Parts for Vacuum Asst Assy
19	APD-125-K113	1	Magn. Switch holder Assy
20	GE90-SW-A	2	Spherical Bearing
21	DSK-1.00 x 1.75	1	APD-75 Coupling
22	600-124	1	Anderson
23	2160A		
24	APD-75-E02	1 set	Covers
25			
26			
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PATENT

REEL: 045343 FRAME: 0836

#32

Inventory List

Date: 10/11/13

	Part Number	Quantity	Comment
1	11855-A02	1	75
2	E 251 APD-75-D18	1	75 Cylinder rebuilt
3	E 251 APD-75-D18	1	75 Cylinder need rebuilt
4	956 B10K 1	1	
5	1074527 A01	2	75
6	APD-75-C03	1	Belt cover
7	Ind PC Valve D21	1	15" Touch screen
8	APD-125-	1	Encloser For Touch Screen
9	20W x 24L x 9 High	} 1	SST Encloser
10	N412242008SSC		
11	Hubbell Wiegmann		↓
12			
13			
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#33

O-Rings Inventory List

Date: 10/15/13

	Part Number	Quantity	Comment
1	200-002		
2	↓		
3	200-506		
4			
5			
6			
7			
8			
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#34

Inventory List

Date: 10/15

	Part Number	Quantity	Comment
1	APD-125-A48	2	125 Bowl
2	17-4 mat.		
3			Semi-Fin.
4	S/N P9 & P10		
5			Mach. Comp.
6			Needs Plating &
7			Grind
8			
9			
10			
11			
12			
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Inventory List

Small Centrifuge skid

Date: 10/14/13

	Part Number	Quantity	Comment
1	Lab Centrifuge & Parts &	Manual	
2			
3	Digital Scale	2	
4			
5	Potassium Hydroxide	1 case	
6			
7	Micro Scope	1	
8			
9			
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Process shop Items

Inventory List

Date: 10/14/13

	Part Number	Quantity	Comment
1	Tubing	Various	
2	Pipe Hanger Bolt	Various	
3	Filters Small	2	
4	See three End caps	5	
5			
6			
7			
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Misc Shop Items

Inventory List

Date: 10/17/13

	Part Number	Quantity	Comment
1	Rebuilt Quatro Pump	1	
2	Quatro Pump	1	
3	ZLK0702623LHKJ	1	Pack Filter Hosing
4	Bolton 42 hp motor	1	
5	APD-125-A61	1	Ti Piston R&D with cone
6			
7			
8			
9			
10			
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Shop Process Items Inventory List

Date: _____

	Part Number	Quantity	Comment
1	Sanitary clamps		
2	Gages		
3	Gems		
4	Reducers		
5	Actuators		
6			
7			
8			
9			
10			
11			
12			
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Process Shop Items Inventory List

Date: 10/14/13

	Part Number	Quantity	Comment
1			
2	King Flow Meters	Various	
3			
4	Ashcroft Cages		
5			
6	Therm Couples		
7			
8	Air Reg.		
9			
10	Gemi Valve 1/2"	1	
11			
12			
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14			
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Technology Transfer Materials

See Annex A for Machine serial number list

Annex A	Engineering Drawings files and Raw Data Files	DOC. No.	PDF	DWG
All	Solid Work Files "The vault"	Various	No	Yes
All	All General Assembly Drawings	APD-...	No	Yes
All	All Sub Assembly Drawings	APD-...	No	Yes
All	P&ID,	900-...	No	Yes
All	Instrument List (Excel)	900-...	No	No
All	Engineered Components	APD-...	No	Yes
All	Electrical Schematics/ BOM	900-...	Yes	Yes
#16-23	Indented Bill of Material- BOM	Excel Format	No	No

	Software	DOC. No.
All	Copy of PLC/HMI Code	Various

Item # Annex A	Other Items	DOC. No.
All	Electronic Copy of Manual	Various
	Quality Manual	CS-0400-A01
	ISO Quality Documents	CS-0501-...
	Celeros Quality Assembly Procedures	CS-... & CSD-...
All	Field Service Reports	Various
All	CPD_Customer Product Delivery Files	Various
All	cGMP electronic files	Various
All	cGMP hard copy binders	Various
All	APD Build Books	Various
All	IQ/OQ & Quality Machine Doc.	Various

"All" refers to materials available on Celeros' "SERVER" for machines listed on Annex A which may or may not be complete for older machine builds.

Machine Serial Number List

ANNEX A

	Serial No.	Description	Project No.	cGMP	MACH #	Shipping Date
1	CA1050001	75 Demo #1				
2	CA1050002	75 Merck				05/17/2005
3	CA1060003	75 Demo #3				
4	CA1060004	75 Sembiosys				08/06/2007
5	CA1060005	75 Demo #5 (JM Sep.)				
6	CA1070006	75 Talecris (Grifols)				12/31/2007
7	CA3070007	75 Waters XP Scraper				07/06/2007
8	CA1070008	75 Butantan XP (Brazil)				01/12/2009
9	CA2080009	75 Sigma GPD	4032	Yes	APD-75-GPD	02/25/2010
10	CB2060001	125 Demo #1				
11	CB2060002	125 AMRI				11/03/2006
12	CB2070003	125 Army				07/21/2008
13	CB2070004	125 Talecris (Grifols)	NC07-0160	Yes	APD-125-02	08/21/2008
14	CB2070005	125 Plantechno (Incura)	EU06-0116		APD-125-04	05/28/2009
15	CB2070006	125 KBI	NC07-0184	Yes	APD-125-01	09/04/2008
16	CB2070007	125 Althea	CA07-0187	Yes	APD-125-03	07/24/2009
17	CB2080008	125 Sanofi(2)	SAN001-FRA	Yes	APD-125-05	11/23/2009
18	CB2090009	125 Hospira	HOS001-AUS	Yes	APD-125-06	01/15/2010
19	CB2090010	125 Roche	ROC001-GER	Yes	APD-125-07	11/11/2010
20	CB2090011	125 Sanofi(1)	SAN002-FRA	Yes	APD-125-08	11/15/2010
21	CB2110012	125 GSK	336426	Yes	APD-125-09	07/06/2012
22	CB2120013	125 Nanosys	USMMMCWT55	No	APD-125-10	KBI Sept.
23	CC2090001	250 CSL	CSL001-AUS	Yes	APD-250-02	KBI Sept.

Exhibit A

Bill of Sale and Assignment Agreement

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT, is entered into as of December 18, 2013, by and between Wagner Development, Inc. ("**Wagner**"), a company organized and existing under the laws of the Bahamas; Celeros, Inc., a Delaware corporation ("**Celeros**" and together with Wagner, each a "**Seller**" and collectively "**Sellers**"); and KBI Biopharma, Inc., a Delaware corporation ("**KBI**"), and APD Holdings, LLC, a Delaware limited liability company ("**Assignee**" and together with KBI, "**Buyers**"), pursuant to that certain Asset Purchase Agreement, dated as of December 18, 2013, by and among Buyers and Sellers (the "**Purchase Agreement**"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

STATEMENT OF PURPOSE

WHEREAS, the Purchase Agreement provides for, among other things, the sale and transfer of the Purchased Assets (the "**Assets**") to Assignee for the consideration and on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, the parties desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this instrument evidencing the vesting in Assignee of all right, title and interest in and to the Assets.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyers agree as follows:

1. Sellers hereby sell, assign, transfer and convey to Assignee, its successors and assigns, all of Sellers' right, title and interest in and to the Assets.
2. Sellers hereby constitute and appoint Assignee, its successors and assigns, as the Sellers' true and lawful attorney, with full power of substitution, in Sellers' name and stead, but on behalf and for the benefit of Assignee, its successors and assigns, to demand and receive any and all of the Assets and to give receipts and releases for and in respect of the same and any part thereof.
3. Sellers hereby covenant that it shall do, execute and deliver any and all such further acts and instruments that Buyers may reasonably request in order to more fully effectuate Sellers' sale and transfer of the Assets to Assignee and the vesting of title to the Assets in Assignee as set forth herein.
4. This Agreement is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. No provision set forth in this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment to be duly executed as of the date first set forth above.

KBI Biopharma, Inc.

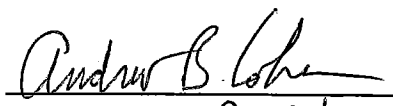
APD Holdings, LLC

By 

Name: Joe McMahon

Title: President & CEO

Date: 12/18/13

By 

Name: Andrew B. Cohen

Title: VP & General Counsel

Date: 12/18/2013

Celeros, Inc.

Wagner Development, Inc.

By _____

Name: _____

Title: _____

Date: _____

By _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment to be duly executed as of the date first set forth above.

KBI Biopharma, Inc.

APD Holdings, LLC

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Celeros, Inc.

Wagner Development, Inc.

By Reenie McCarthy

By _____

Name: Reenie McCarthy

Name: _____

Title: Director

Title: _____

Date: December 18, 2013

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment to be duly executed as of the date first set forth above.

KBI Biopharma, Inc.

APD Holdings, LLC

By _____

Name: _____

Title: _____

Date: _____

By _____

Name: _____

Title: _____

Date: _____

Celeros, Inc.

For and on behalf of
Wagner Development, Inc.

By _____

Name: _____

Title: _____

Date: _____

By  _____

Name: Raymond Long Sing Tang /
Hon Kit Bing

Title: Authorized Signatures

Date: December 17, 2013

Exhibit B

Assignment of Patent Rights

ASSIGNMENT OF PATENT

THIS ASSIGNMENT, made by **Wagner Development, Inc.**, a Bahamas corporation having a principal place of business at 2nd Floor, Le Prince de Galles, 3-5 Avenue des Citronniers, MC98000, Monaco, hereinafter referred to as Assignor;

WITNESSETH: That,

WHEREAS, the above-named corporation is the owner of the entire right, title, and interest in and to the patent applications, patent publications and granted patents listed in **Appendix A** attached hereto, all rights therein provided by international conventions or treaties, and the inventions disclosed and claimed therein, and any applications that rely on one or more of the patent applications set forth in **Appendix A** for priority, including with respect to all of the foregoing, any and all divisionals, continuations, requests for continued examination, continuations-in-part, reissues, reexaminations thereof as well as foreign counterparts thereof, together with all patents issuing on any of the aforesaid applications for a patent (collectively the "Patents, Patent Publications and Patent Applications"); and

WHEREAS, **APD Holdings, LLC**, a Delaware corporation having a principal place of business at 1101 Hamlin Road, Durham, North Carolina 27704, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to the Patents, Patent Publications and Patent Applications;

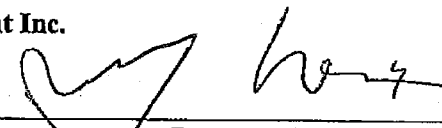
NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor has sold and by these presents does hereby sell, assign, transfer, and convey to the said Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Patents, Patent Publications and Patent Applications, to be held and enjoyed by the said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment and sale not been made.

Assignor further transfers and assigns to Assignee all causes of action, rights, and remedies arising under the Patents, Patent Publications and Patent Applications prior to or after the effective date of this Agreement.

Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses title to the Patents, Patent Publications and Patent Applications as earlier identified, and that it has the unencumbered right and authority to make this assignment.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths and declarations, to assist Assignee in obtaining and perfecting the Patent Rights.

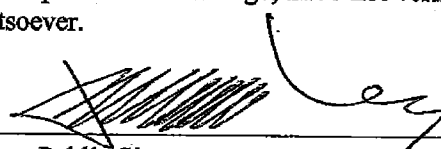
IN WITNESS WHEREOF, **Wagner Development Inc.**, the Assignor has caused this assignment to be executed this 17th day of December, 2013. The undersigned warrants and represents that he/she has the authority to sign this assignment on behalf of the Assignor, **Wagner Development Inc.**

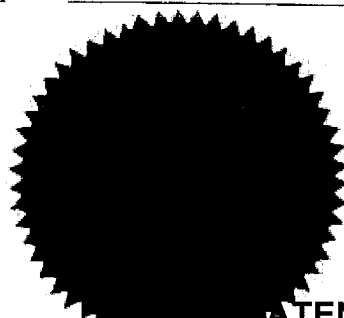
By: 
Printed Name: Raymond Long Sing Tang/
Hon Kit Bing
Title: Authorized Signatures

STATE OF)
HONG KONG, SAR) ss:
COUNTY OF)

On this 17th day of December, 2013, before me personally appeared Raymond Long Sing Tang and Hon Kit Bing, known to me only by production of their respective United Kingdom of Great Britain and Northern Ireland Passport no.707265521 and Hong Kong Special Administrative Region, People's Republic of China Passport no.K02715629 and acknowledged that they informed me they signed the said document for the uses and purposes therein mentioned and for the document, I have no personal knowledge, have not verified the contents therein and assume no responsibility whatsoever.

(SEAL)


Notary Public Signature
Cheung Chik Yuen, Lawrence
Notary Public
Hong Kong, SAR
Notary Public Typed or Handwritten Name
My Commission Expires: Lifetime Commission



WHEREBY **APD Holdings, LLC**, the Assignee, acknowledges and accepts the assignment;

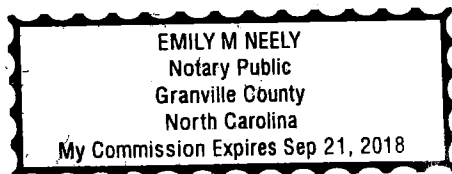
IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 18th day of December, 2013. The undersigned warrants and represents that he/she has the authority to sign this assignment on behalf of the Assignee, **APD Holdings, LLC**

By: Andrew B. Cohen
Printed Name: Andrew B. Cohen
Title: VP & General Counsel

STATE OF North Carolina)
) ss:
COUNTY OF Granville)

On this 18th day of December, 2013 before me personally came Andrew B. Cohen to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated.

(SEAL)



Emily M. Neely
Notary Public Signature

Emily M. Neely
Notary Public Typed or Handwritten Name

My Commission Expires: 9/21/18

Appendix A **Patents, Patent Publications and Patent Applications**

Docket No.	Title	Country	Appl. No.	Appl. Date	Patent No.	Issue Date	Status
RBCW-001XB	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	UK	01 957 386.4	8/01/2001	1 372 863	5/10/2010	Abandoned
RBCW-001XC	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	Germany	01 957 386.4	8/01/2001	1 372 863	5/10/2010	Abandoned
RBCW-001XD	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	France	01 957 386.4	8/01/2001	1 372 863	5/10/2010	Abandoned
RBCW-001XE	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	EP	01 957 386.4	8/01/2001	1 372 863	5/10/2010	Issued/ Nat'l phase
RBCW-001XJ	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	Italy	01 957 386.4	8/01/2001	1 372 863	5/10/2010	Abandoned
RBCW-001XF	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	Japan	2002-517216	8/01/2001	4,941,919	3/09/2012	Abandoned
RBCW-001XX	CENTRIFUGE HAVING AXIALLY MOVABLE SCRAPING ASSEMBLY FOR AUTOMATIC REMOVAL OF SOLIDS	US	09/896,551	6/29/2001	6,632,166	10/14/2003	Issued
RBCW-001Xq800	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	US Prov.	60/223,409	8/4/2000			Lapsed - Utility Filed
RBCW-001Xq999	AUTOMATIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	PCT	PCT/US01/24196	8/1/2001			Lapsed - In Nat'l Phase
RBCW-003AE	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	EP	08 000 403.0	4/14/2003			Pending
RBCW-003AF	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	JP	2009-254782	11/06/2009	5,221,490	3/15/2013	Issued
RBCW-003AS	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	CN	200610091768.X	4/14/2003	ZL200610091768X	10/22/2008	Issued
RBCW-003AX	CENTRIFUGAL SEPARATOR WITH SCRAPER OR PISTON FOR DISCHARGING SOLIDS	US	10/874,150	6/22/2004	6,986,734	1/17/2006	Issued
RBCW-003BB	CENTRIFUGE WITH SOLIDS DISCHARGE VIA SOLIDS VALVE OF THE HOUSING	UK	08 000 404.7	1/10/2008	2,158,971	1/23/2013	Issued
RBCW-003BC	CENTRIFUGE WITH SOLIDS DISCHARGE VIA SOLIDS VALVE OF THE HOUSING	Germany	08 000 404.7	1/10/2008	60343202.6	1/23/2013	Issued
RBCW-003BD	CENTRIFUGE WITH SOLIDS DISCHARGE VIA SOLIDS VALVE OF THE HOUSING	France	08 000 404.7	1/10/2008	2,158,971	1/23/2013	Issued

Docket No.	Title	Country	Appln. No.	Appln. Date	Patent No.	Issue Date	Status
RBCW-003BE	CENTRIFUGE WITH SOLIDS DISCHARGE VIA SOLIDS VALVE OF THE HOUSING	EP	08 000 404.7	1/10/2008	2,158,971	1/23/2013	Issued/ Nat'l phase
RBCW-003BS	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	CN	200610091766.0	4/14/2003	ZL200610091766.0	11/26/2008	Issued
RBCW-003CS	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	CN	200610091767.5	4/14/2003	ZL20060091767.3	2/23/2011	Issued
RBCW-003XB	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	UK	03 746 720.6	4/14/2003	1,494,816	1/30/2013	Issued
RBCW-003XC	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	Germany	03 746 720.6	4/14/2003	60343222.0	1/30/2013	Issued
RBCW-003XD	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	France	03 746 720.6	4/14/2003	1,494,816	1/30/2013	Issued
RBCW-003XE	CENTRIFUGE WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	EP	03 746 720.6	4/14/2003	1,494,816	1/30/2013	Issued/Nat'l phase
RBCW-003XF	AUTOMATIC TUBE-BOWL CENTRIFUGE FOR CENTRIFUGAL SEPARATION OF LIQUIDS AND SOLIDS WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	JP	2003-583641	10/08/2004	4,542,785	7/2/2010	Issued
RBCW-003XS	AUTOMATIC TUBE-BOWL CENTRIFUGE FOR CENTRIFUGAL SEPARATION OF LIQUIDS AND SOLIDS WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	CN	03808279 9	10/12/2004	ZL03808279 9	12/13/2006	Issued
RBCW-003XX	AUTOMATIC TUBE-BOWL CENTRIFUGE FOR CENTRIFUGAL SEPARATION OF LIQUIDS AND SOLIDS WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	US	10/412,943	4/14/2003	6,776,752	8/17/2004	Issued
RBCW-003Xq800	AUTOMATIC TUBE BOWL (ATB) CENTRIFUGE FOR SOLIDS DISCHARGE USING A SCRAPER OR A PISTON	US Prov.	60/372,153	4/12/2002			Lapsed - Utility Filed
RBCW-003Xq999	AUTOMATIC TUBE-BOWL CENTRIFUGE FOR CENTRIFUGAL SEPARATION OF LIQUIDS AND SOLIDS WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	PCT	PCT/US03/11120	4/14/2003			Lapsed - In Nat'l Phase
RBCW-004AE	CONICAL PISTON SOLIDS DISCHARGE AND PUMPING CENTRIFUGAL SEPARATOR	EP	05 800 910 1	10/10/2005			Pending
RBCW-004AF	CONICAL PISTON SOLIDS DISCHARGE AND PUMPING CENTRIFUGAL SEPARATOR	JP	2007-537419	4/23/2007	5010477	6/8/2012	Issued
RBCW-004AS	CONICAL PISTON SOLIDS DISCHARGE AND PUMPING CENTRIFUGAL SEPARATOR	CN	200580036706.2	4/25/2007	ZL200680036706	1/27/2010	Issued

Docket No.	Title	Country	Appln. No.	Appln. Date	Patent No.	Issue Date	Status
RBCW-004AX	CONICAL PISTON SOLIDS DISCHARGE AND PUMPING CENTRIFUGAL SEPARATOR	US	10/973,949	10/26/2004	7,261,683	8/28/2007	Issued
RBCW-004Aq999	CONICAL PISTON SOLIDS DISCHARGE AND PUMPING CENTRIFUGAL SEPARATOR	PCT	PCT/IB05/003457	10/10/2005			Lapsed - In Natl Phase
RBCW-004XE	CONICAL PISTON SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR	EP	05 761 729.2	5/7/2005			Pending
RBCW-004XF	CONICAL PISTON SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR	JP	2007-507871	10/13/2006	4,941,940	3/9/2012	Issued
RBCW-004XS	CONICAL PISTON SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR	CN	200580019485.8	12/14/2006	ZL2005800194895	10/6/2010	Issued
RBCW-004XX	CONICAL PISTON SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR	US	10/823,844	4/14/2004	7,052,451	5/30/2006	Issued
RBCW-004Xg999	CONICAL PISTON SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR	PCT	PCT/UB05/002315	4/7/2005			Lapsed - In Natl Phase
RBCW-005AA	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	CA	2,632,255	12/5/2006			Abandoned
RBCW-005AE	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	EP	06 851 233.4	6/12/2008			Abandoned
RBCW-005AF	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	JP	2008-542864	6/3/2008	4,976,414	4/20/2012	Issued
RBCW-005AG	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	AU	2006343994	12/5/2006			Abandoned
RBCW-005AS	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	CN	20060052292.7	8/4/2008	ZL200680052292	5/30/2012	Abandoned
RBCW-005AX	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	US	11/634,363	12/5/2006	7,628,749	12/8/2009	Issued
RBCW-005AY	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	India	4649/DELNP/2008	12/5/2006			Abandoned
RBCW-005AB	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	KR	PCT2008-7016521	7/7/2008			Abandoned
RBCW-005Aq800	APD CENTRIFUGE WITH GAS DRIVEN PISTON AND MEMBRANE FILTER	US Prov	60/742,558	12/5/2006			Lapsed - Utility Filed

Docket No.	Title	Country	Appln. No.	Appln. Date	Patent No.	Issue Date	Status
RBCW-005Aq999	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	PCT	PCT/UB06/004044	12/5/2006			Lapsed - In Natl Phase
RBCW-005BX	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	US	12/577,775	10/13/2009	7,935,042	5/3/2011	Issued
RBCW-005Bq800	SOLIDS RECOVERY USING CROSS-FLOW MICROFILTER AND AUTOMATIC PISTON DISCHARGE CENTRIFUGE	US Prov	60/756,381	1/4/2006			Lapsed - Utility Filed
RBCW-005XA	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	CA	2,621,478	8/25/2006	2,621,479	12/13/2011	Issued
RBCW-005XB	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	UK	06 795 403.2	8/25/2006	1 945 369	7/22/2009	Issued
BCW-005XC	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	Germany	06 795 403.2	8/25/2006	1 945 369	7/22/2009	Issued
BCW-005XD	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	France	06 795 403.2	8/25/2006	1 945 369	7/22/2009	Issued
BCW-005XE	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	EP	06 795 403.2	8/25/2006	1 945 369	7/22/2009	Issued - In Natl Phase
RBCW-005XF	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	JP	2008-528594	2/29/2008	5,118,641	10/26/2012	Issued
RBCW-005XG	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	AU	2006286309	8/25/2006	2006286309	5/19/2011	Issued
RBCW-005XJ	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	Italy	06 795 403.2	8/25/2006	72532/BE/2009	7/22/2009	Issued
RBCW-005XS	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	CN	200680039475.5	4/23/2008	ZL200680039475	6/29/2011	Issued
RBCW-005XX	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	US	11/218,280	9/1/2005	7,618,361	11/17/2009	Issued

Docket No.	Title	Country	Appl. No.	Appl. Date	Patent No.	Issue Date	Status
RBCW-006XY	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	India	2625/DELNP/2008	8/25/2006			Pending
RBCW-005Xb	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	KR	10-2008-7007918	4/1/2008	10-1097515	12/15/2011	Issued
RBCW-005Xq999	GAS DRIVEN SOLIDS DISCHARGE AND PUMPING PISTON FOR A CENTRIFUGAL SEPARATOR	PCT	PCT/IB06/002411	8/25/2006			Lapsed - In Natl Phase
RBCW-006XE	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	EP	09 810 788 1	12/29/2009			Pending
RBCW-006XF	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	JP	2011-542924	6/28/2011			Pending
RBCW-006XG	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	AU	2009334385	12/29/2009			Pending
RBCW-006XS	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	CN	200980157670.1	8/29/2011			Allowed
RBCW-006XX	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	US	12/648,625	12/29/2009	8,475,352	7/2/2013	Issued
RBCW-006Xq800	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	US Prov	61/141,040	12/29/2008			Lapsed - Utility Filed
RBCW-006Xq999	SOLIDS DISCHARGE CENTRIFUGAL SEPARATOR WITH DISPOSABLE CONTACT ELEMENTS	PCT	PCT/IB09/007990	12/29/2009			Lapsed - In Natl Phase
RBCW-007Xq800	FEED ACCELERATOR FOR LOW SHEAR CENTRIFUGAL SEPARATOR	US Prov	61/863,067	8/7/2013			Pending
RBCW-008Xq800	TWO ZONE DISPOSABLE PROCESS CONTACT CENTRIFUGE FOR BIO-SEPARATIONS	US Prov	61/863,074	8/7/2013			Pending

Exhibit C

Assignment of Trademark Rights

ASSIGNMENT OF TRADEMARK

WHEREAS, **Celeros, Inc.**, a Delaware corporation having a principal place of business at 1188 Centre Street, Newton Centre, Massachusetts 02459, hereinafter referred to as the "ASSIGNOR" owns the trademarks and trade names listed in Appendix A (hereinafter referred to as "the marks"), and all good will associated therewith; and

WITNESSETH: That,

WHEREAS, **APD Holdings, LLC**, a Delaware corporation having a principal place of business at 1101 Hamlin Road, Durham, North Carolina 27704, hereinafter referred to as the "ASSIGNEE," is desirous of acquiring any and all rights that ASSIGNOR may have in and to the said marks and the registrations therefor, together with the goodwill in connection with which said marks are used and which are symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign unto ASSIGNEE all of ASSIGNOR's rights, title and interest in and to the said marks and the registrations therefor for the United States, its territories and possessions, and throughout the world together with the goodwill of the business in connection with which the said marks are used by ASSIGNOR and which is symbolized by the said marks, along with the ASSIGNOR's right to recover for damages and profits for past infringements thereof;

ASSIGNOR agrees to execute and deliver at the request of the ASSIGNEE, all papers, instruments, and assignments, and to perform (at the cost of ASSIGNEE) any other reasonable acts the ASSIGNEE may require in order to vest all ASSIGNOR's rights, title, and interest in and to the said marks in the ASSIGNEE and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

ASSIGNOR

Celeros, Inc.

By Renee McCarthy

Commonwealth
STATE OF Massachusetts)

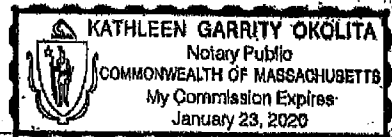
) ss:

COUNTY OF Middlesex)

On this 18th day of December, 2013, before me personally
came Renee McCarthy to me known to be the person
described in and who executed the foregoing instrument, and he acknowledged to me that he
executed the same for the purposes therein stated.

[Signature]
Notary Public Signature

(SEAL)



Notary Public Typed or Handwritten Name

My Commission Expires: 1/23/20

WHEREBY **APD Holdings, LLC**, the Assignee, acknowledges and accepts the assignment;

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 18th day of December, 2013. The undersigned warrants and represents that he/she has the authority to sign this assignment on behalf of the Assignee, **APD Holdings, LLC**

By: Andrew B. Cohen

Printed Name: Andrew B. Cohen

Title: VP & General Counsel

STATE OF North Carolina,

) ss:

COUNTY OF Granville)

On this 18th day of December, 2013, before me personally came Andrew B. Cohen to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated.

Emily M. Neely
Notary Public Signature

(SEAL)



Emily M. Neely
Notary Public Typed or Handwritten Name

My Commission Expires: 9/21/18

Appendix A**Trademarks**

Trademark	Registration Number	Goods and Services	Filing Date	Registration Date	Status
CELEROS	United States 77871238	Class 007. Machines for dividing, clarifying, separating and conveying of liquid mixtures of substances, namely, centrifuges and centrifugal separators, and their replacement parts; machines for use in the food, chemical, pharmaceutical and cosmetic industries, namely, centrifuges and centrifugal separators, and their replacement parts.	11/12/2009	11/30/2010	Active
CELEROS	European Community 009098187	Class 007. Machines for dividing, clarifying, separating and conveying of liquid mixtures of substances, namely, centrifuges and separators, and their replacement parts and fittings therefor; machines for use in the food, chemical, pharmaceutical and cosmetic etc	5/12/2010	11/12/2010	Active
Celeros Separations [Design]	United States 78593272	Centrifuges, namely, bioprocessing separation machines	3/23/2005	1/2/2007	Abandoned
APD-50					Unregistered trade name
APD-75					Unregistered trade name
APD-125					Unregistered trade name
APD-250					Unregistered trade name