505014295 07/20/2018

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GEOFFREY A. BARRALL	08/06/2015
ERIC N. ERVIN	06/23/2016
PRITHWISH PAL	08/06/2015

RECEIVING PARTY DATA

Name:	ELECTRONIC BIOSCIENCES, INC.
Street Address:	5754 PACIFIC CENTER BLVD.
Internal Address:	SUITE204
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16034115

CORRESPONDENCE DATA

Fax Number: (858)623-3224

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.

Phone: 858-623-3240

Email: awilliamson@grantip.com
Correspondent Name: ALEXANDRA WILLIAMSON
Address Line 1: 2385 CAMINO VIDA ROBLE
Address Line 4: CARLSBAD, CALIFORNIA 92011

ATTORNEY DOCKET NUMBER:	EBS-1007-DV	
NAME OF SUBMITTER:	GARY H. SILVERSTEIN	
SIGNATURE:	/Gary Silverstein/	
DATE SIGNED:	07/20/2018	

Total Attachments: 5

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PATENT 505014295 REEL: 046418 FRAME: 0246

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PATENT REEL: 046418 FRAME: 0247

ASSIGNMENT AND AGREEMENT

WHEREAS, Geoffrey A. Barrall of 12960 Via Del Valedor, San Diego, California 92129, Eric N. Ervin of 2826 South 2475 East, Salt Lake City Utah 84109 and Prithwish Pal of 13738 Stoney Gate Place San Diego, California 82128; (hereinafter referred to singly and collectively as "Assignor") have invented a certain invention entitled MODIFIED ALPHA HEMOLYSIN POLYPEPTIDES AND METHODS OF USE for which U.S. Patent Application No. 14/653,246, was filed on June 17, 2015; and

WHEREAS, Electronic BioSciences Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 5754 Pacific Center Boulevard, Suite 204, San Diego, California 92121 (hereinafter referred to as "Assignee") is desirous of acquiring the entire interest therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto Assignee, its successors, assigns and nominees, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof. (b) the above-identified application(s) and all other applications for patent and patents in any and all countries and jurisdictions for the above-identified invention or inventions and all improvements and modifications thereof, (c) all patents which may issue from said applications in any country or jurisdiction, (d) all divisions, continuations, reissues, and extensions of said applications and patents, and (e) the right to waim for any of said applications the full benefits and rights to priority resulting from filing any of the applications, including, without limitation, rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by Assignee, its successors, assigns and nominees, to the full end of the term or terms for which any and all such patents may be granted as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby authorizes and requests any official whose duty it is to issue patents to issue any patent on said invention, or improvement or modification thereof, or resulting therefrom, to Assignee as assignee of the entire interest, or its successors, assigns or nominees.

Assignor hereby agrees (a) to communicate to Assignee, its successors and assigns, or their representatives or agents, all facts and information known or available to Assignor respecting said invention or inventions, improvements, and modifications, including, without limitation, evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by Assignee; (b) to testify in person or by affidavit as required by Assignee, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by Assignee, all lawful papers including, but not limited to, original, divisional, continuation,

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PATENT REEL: 046418 FRAME: 0248 and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to Assignee, its successors, assigns and nominees, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

Assignor hereby represents and warrants that (a) Assignor has the will and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein to Assignee; (b) Assignor has no obligation to sell, assign or transfer any right, title or interest herein to an entity other than Assignee; (c) that Assignor has not executed and will not execute any document or instrument in conflict herewith; (d) no consents of any other parties are necessary or appropriate under any agreements regarding the inventions, applications or patents described above for the assignment of Assignor's entire right, title and interest herein to be legally effective; and (e) to the best of Assignor's knowledge, upon consummation of this Agreement, Assignee will have good and marketable title to the inventions, applications and patents described above, free and clear of any and all encumbrances, pledges, security interests, licenses or charges of any nature whatsoever.

Assignor hereby grants to the law firm of **Grant IP**, Inc. the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Assignor understands and agrees that the attorneys and agents of the law firm of Grant IP, Inc. do not personally represent Assignor or Assignor's legal interests, but instead represent the interests of Assignee; since said attorneys and agents cannot provide legal advice to Assignor with respect to this Assignment, Assignor acknowledges its right to seek its own independent legal counsel.

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PATENT REEL: 046418 FRAME: 0249

Executed this day of Augus /, 2015.
Geoffrey A. Barrall
STATE OF COUNTY OF SAN Diego }ss:
On this day of d
I certify under PENALTY OF PERJURY under the laws of the State of Carl-file of that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
OFFICIAL SEAL Notary Public in and for said County and State REGINALD TATE REG
My Commission Expires: <u>点長- 24- 2</u> 2/ 6

Executed this <u>73</u> day of <u>June</u> , <u>2015</u> .
Eric N. Ervin
STATE OF
Notary Public, personally appeared Eric N. Ervin who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of <u>UTAN</u> that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
JASON DICKSON NOTARY Public State of Usan Comm. No. 875673 Notary Public in and for said County and State Notary Public in and for said County and State
(Seal) My Commission Expires: 🛕 🗚 🧸 🥫 இது இ

Executed this <u>D6</u> day of <u>Angus</u>, 2015.

Prithwish PAL

STATE OF

COUNTY OF _

) ss:

On this oday of Acquisite 2015, before me, Acquisite 2015, before 2015, bef

I certify under PENALTY OF PERJURY under the laws of the State of Lake 1/2 / that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

OFFICIAL SEAL
REGINALD TATE
NOTARY PUBLIC-CALIFORNIA &
COMM. NO. 1988911 II
Deal Ban Diego County
MY COMM. EXP. Aug. 24, 2018

Notary Public in and for said County and State

My Commission Expires: <u>A-24-20</u>/6

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