

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5118996

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GUOHONG MAO	08/14/2018
JACOB EDWARD VICK	08/14/2018
MICHAEL BATTEN	08/14/2018
YANG LUO	08/16/2018
YILIN WU	08/20/2018
BEIHUA ZHANG	08/16/2018
XIAODAN YU	08/18/2018
DAVID J BYUN	11/14/2016
RECEIVING PARTY DATA	
Name:	CONAGEN INC.
Street Address:	15 DEANGELO DRIVE
City:	BEDFORD
State/Country:	MASSACHUSETTS
Postal Code:	01730
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16117652
CORRESPONDENCE DATA	
Fax Number:	(781)271-1599
<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>	
Phone:	781-271-1588
Email:	patents@conagen-inc.com
Correspondent Name:	CONAGEN INC.
Address Line 1:	15 DEANGELO DRIVE
Address Line 4:	BEDFORD, MASSACHUSETTS 01730
ATTORNEY DOCKET NUMBER:	CCN-503US02
NAME OF SUBMITTER:	BYRON V. OLSEN
SIGNATURE:	/Byron V. Olsen/

DATE SIGNED:	08/30/2018
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Total Attachments: 22
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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, hereby:

Sell, assign and transfer to Conagen Inc., a Massachusetts Corporation having a place of business at 15 DeAngelo Drive, Bedford, Massachusetts 01730, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the provisional patent application filed in the United States Patent and Trademark Office on even date, bearing Attorney Docket No. **CCN-503US02**, and entitled **BIOSYNTHETIC PRODUCTION OF STEVIOL GLYCOSIDES AND PROCESSES THEREFORE**

1. , and in and to the application and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions and designs; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions and designs, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea; as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs;

2. Agree that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions and designs in its own name; and when requested, without charge to but at the expense of the Assignee, agree to carry out in good faith the intent and purpose of this Assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all the inventions and designs, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and designs and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and designs and for vesting title to the inventions and designs and all applications for patents and all patents on the inventions and designs, in the Assignee;

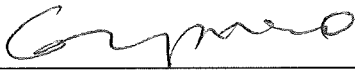
3. Request the Director of the United States Patent and Trademark Office and foreign patent authorities to issue the Letters Patent or other intellectual property rights, including foreign patents, to the Assignee;

4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing application identification information or correct any errors in the application identification information provided above, whether discovered prior to or after recordation;

5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and

6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically

8-14-2018
Date


Inventor: Guohong Mao
Address: 25 Forbes Avenue
Burlington, Massachusetts 01803
Citizenship: People's Republic of China

Witness:
8-14-2018
Date


Signature

Name: HEATHER H. MULLINS

Address: 58 CHURCH ST.
N. CHELMSFORD, MA 01863

Witness:
8/14/2018
Date


Signature

Name: Matthew Mattozzi

Address: 64 Percival St #2
Boston MA 02122

8/14/2018
Date

Jacob Edward Vick
Inventor: Jacob Edward Vick
Address: 154 Elm Street, #3
Cambridge, Massachusetts 02140
Citizenship: US

Witness:
8/14/2018
Date

Heather H. Mullins
Signature

Name: HEATHER H. MULLINS
Address: 50 CHURCH ST.
N. CHELSEA, MA 01863

Witness:
8/14/2018
Date

[Signature]
Signature

Name: Matthew Matozzi
Address: 64 Percival St #2
Boston, MA 02122

8/14/18
Date

Michael Batten
Inventor: Michael Batten
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Citizenship: US

Witness:
8/14/2018
Date

Heather Mullins
Signature

Name: HEATHER H. MULLINS

Address: 38 CHURCH ST
N. CHELMSFORD, MA 01863

Witness:
8/14/2018
Date

[Signature]
Signature

Name: Matthew Mattozzi

Address: 64 Percival St #2
Boston, MA 02122

8/16/2018
Date

Inventor: Yang Luo
Address: 8 Chunhua Road
Xinwu District
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Citizenship: People's Republic of China

Witness:
8/16/2018
Date

Yanna Wang
Signature

Name: Yanna Wang

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Wuxi Jiangsu 214111

Witness:
8/16/2018
Date

Min Wang
Signature

Name: Min Wang

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8/20/2018
Date

Yilin Wu
Inventor: Yilin Wu
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Huishang District
Wuxi Jiangsu 214000
Citizenship: People's Republic of China

Witness:

8/20/2018
Date

Jianjun Song
Signature

Name: Jianjun Song
Address: 2# 203 Jintong lane
Shuchen Anhui.

Witness:

8/20/2018
Date

Xin Zhong
Signature

Name: Xin Zhong
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Shucheng Anhui.

8/16/2018
Date

Beihua Zhang
Inventor: Beihua Zhang
Address: Taihu Garden
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ChangJiang North Road
Wuxi, Jiangsu 214000
Citizenship: People's Republic of China

Witness:
8/16/2018
Date

Yang Luo
Signature

Name: Yang Luo

Address: 82-1602 Guoxinshijia Puyuan
8 Chunhua Road, Binwu District
Wuxi, Jiangsu, 214111

Witness:
8/16/2018
Date

Yang Haorn
Signature

Name: Yang Haorn

Address: Swanlake, Binhu District,
Wuxi, China. 214000

Date 8/18/18

Inventor: Xiaodan Yu

Address: 6231 Lexington Ridge Drive
Lexington, Massachusetts 02421

Citizenship: People's Republic of China

Witness:
8/18/2018
Date

Heather H. Mullins
Signature

Name: HEATHER H. MULLINS

Address: 58 CHURCH ST.
N. CHELMSFORD, MA 01863

Witness:
8/14/2018
Date

AA
Signature

Name: Matthew Mattozzi

Address: 64 Percival St #2
Boston, MA 02122

Employment Offer

Dear David Byun:

We are pleased to offer you a full time position with us. Please see the following details regarding this offer. As used in this Employment Offer, the term "Company" means Conagen Inc.

1. **Start date:** November 16th, 2016.
2. **Position:** Bioinformatics and IT Scientist. In addition to performing duties and responsibilities associated with this position, from time to time the Company may assign you other duties and responsibilities. As a full-time employee of the Company, you will be expected to devote your full business time and energies to the business and affairs of the Company.
3. **Reporting to/Supervisor:** Jens Plassmeier
4. **Scope of job:**
 - Bioinformatics support for all projects within Conagen.
 - Computational biology support.
 - General IT support.
 - Contact for outside IT consultants.
 - Troubleshoot IT equipment.
 - Software development for all departments within Conagen.
 - Selection and purchasing of IT related hardware and software.
 - Assist with evaluation and use of external software.
 - Maintain good records of produced data, especially IP relevant with time stamps.
 - Maintain IT hardware and equipment and ensure it is in good working order.
 - Contribute and adhere to all safety standards and practices.
 - Other duties as required.
5. **Compensation:** You will be paid semi-monthly. Your compensation will be subject to yearly reviews, with no intra-year increase.
 - a. **Base salary:** \$57,000/annual.
 - b. **Merit-based discretionary bonus:** Variable, subject to year-end reviews and discretion of the Company, pro-ratable for 2016.
6. **Benefits:** you will receive fringe benefits as follows:
 - a. **Medical:** full medical coverage under our health plan, including (i) health insurance and (ii) vision insurance and dental insurance based upon the Company's employee policies in regards to medical coverage, which will take effect after 90 days of your employment by the Company.
 - b. **401K and matching:** after your first three-month period of employment on the job, you will be eligible for our 401K plan. The Company's contribution will be triggered when you have completed your first year of service, and the Company's annual matching cap is 3% of your annual compensation, provided that FINAL matching percentage will be determined at year-end and you must be employed at plan year-end 12/31 in order to be eligible for the Company's/employer matching.

Offeree's initial: DTB

Conagen Inc.

781.271.1588 · 15 DeAngelo Drive · Bedford, MA · 01730 · www.conagen-inc.com

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- c. **Paid time off (PTO) per year:** starting from the first day of employment, for each twelve months of employment by the Company, you will be granted 13 days of PTO including 10 days of vacation and 3 days of sick leave. Any changes will be subject to the approval of your supervisor. Vacation days not used by the end of the employees start date anniversary will be forfeited. The employee will earn two additional days of vacation for each year worked with a maximum of 30 days.
- d. **Other benefits:** The Company offers life insurance, short-term and long-term disability insurance according to its employee policies in such regard.
7. **Confidentiality/Inventions.** The Company considers the protection of its intellectual property, confidential information and proprietary materials to be very important. Therefore, as a condition of your employment, you and the Company will become parties to the Proprietary Information and Inventions Agreement ("Proprietary Information Agreement") that the Company shall provide shortly after your acceptance of this Employment Offer and before your start date.

Your employment with Employer is **at-will**. You are not hired for any specified term or duration pursuant to a contract of employment, written or oral. You have the right to end your relationship with the Company at any time and for any reason you deem appropriate. Similarly, the Company may terminate the employment with you at its discretion at any time for any reason. No other practice, written or oral policy or statement by anyone can alter the at-will nature of your employment.

If the terms stated in this letter are agreeable to you, please sign below and return this signed letter to us via email before **November 15, 2016**. At least one (1) week before your start date or as otherwise instructed by the Company, please provide via email copies of your complete W4, I-9, and proof of your legal status to work in the U.S. In addition, please bring to the Company the originals of these materials and documents (as applicable) on your start date. We look forward to your contributing to our organization!

Yours truly,



Oliver Yu, CEO

Date: November 13, 2016

For Offeree: David J. Byrjn

I understand and agree to the terms of this letter.

Signature: _____

Date: 11/14/16

-
- THIS DOCUMENT IS INTENDED ONLY FOR THE USE OF PARTY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND PROTECTED FROM DISCLOSURE UNDER APPLICABLE LAW.
 - IF YOU ARE NOT THE ADDRESSEE, OR A PERSON AUTHORIZED TO DELIVER THE DOCUMENT TO THE ADDRESSEE, YOU ARE HEREBY NOTIFIED THAT ANY REVIEW, DISCLOSURE, DISSEMINATION, COPYING, OR OTHER ACTION BASED ON THE CONTENT OF THIS COMMUNICATION IS NOT AUTHORIZED.



15 DeAngelo Drive
Bedford, MA 01730
781-271-1588

Consulting Services Agreement

This "Agreement" is made and entered into as of the January 25, 2016 (the "Effective Date"), by and between Conagen Inc., a US company, with headquarters located at 15 DeAngelo Drive, Bedford, MA, 01730 (the "Company") and Mr. David Byun, whose address is at 25 Wildwood Drive, Bedford, MA, 01730 (the "Advisor").

WHEREAS, the Company desires to retain the services of the Advisor to provide certain expert consulting services relating to bioinformatics, gene identification, and metabolic engineering;
and,

WHEREAS, the Advisor is able and wishes to furnish such services, on the terms and conditions set forth herein.

In consideration of the agreement we agree on the Effective Date that:

1. Services.

1.1 Advisor will consult to the Company regarding root biology, growth and development, culturing and harvesting, including but not limited to the services specified in Schedule 1 hereto (collectively the "Services"). Advisor will perform the Services at such times and at such scope as shall be requested by the Company based on the Company's needs from time to time and within time constraints of the Advisor. Advisor will perform the Services faithfully, diligently and to the best of Advisor's skill and ability.

1.2 Advisor shall make monthly reports in writing to the Company recording the dates and amounts of time spent providing the Services under this Agreement when such Services are rendered (the "Report"). No reports are required for time periods when Services are not rendered.

2. Compensation.

2.1 In consideration of Advisor's Services under this Agreement, the Company shall pay Advisor at the rate of \$20 per hour (the "Consulting Fee"). The Consulting Fee includes all time spent during meetings (teleconference, video or direct), time spent in other forms of communication (reports, emails or other forms of written correspondence) pertaining to consultation with the Company and time spent in travel. The Consulting Fee is inclusive of all taxes (except value added tax, which shall be paid thereon) and shall be paid with respect to each calendar month, within 60 days from provision by the Advisor to the Company of a corresponding valid invoice and the Report for such calendar month. In the event the Company is required to withhold any taxes at source in the name of Advisor, any amount withheld shall be offset against the Consulting Fee.

2.2 The Company shall reimburse Advisor for all travel and other incidental expenses reasonably incurred by Advisor in providing the Services.

3. Independent Contractor.

Advisor has no authority to obligate the Company by contract or otherwise. Employees of the Advisor will not be eligible for any employee benefits from the Company. The Company will not make deductions from any amounts payable to Advisor for taxes. Taxes shall be the sole responsibility of Advisor or employee of the Advisor. Advisor hereby undertakes to indemnify and hold harmless the Company against and in respect of any taxes or other fees that the Company may be required to pay to government authorities on behalf of Advisor as a result of the relationship of the parties hereunder, including without limitation, Income Tax and Social Security contributions.

4. Non-Solicitation.

During the term of this Agreement and for a period of one (1) year following its termination, Advisor will not personally or through others recruit, solicit or induce any employee of the Company to terminate his or her employment with the Company.

5. Nondisclosure.

5.1 During the term of this Agreement and after its termination, Advisor will keep in confidence and trust all Proprietary Information (as such term is defined in Section 5.2 below) and shall not disclose any Proprietary Information or anything related to such information without the written consent of the Company, and shall not reproduce or use any Proprietary Information, except as required in performing the Services.

5.2 "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information which was disclosed in the past or which may be disclosed in the future to Advisor by the Company, either directly or indirectly, in writing, graphically, electronically, orally or by inspection and any information relating to "**Company Inventions**" (as defined below). By way of illustration, but without limitation, to the aforesaid, Proprietary Information includes (i) trade secrets, inventions, genes, nucleic acid sequences, amino-acid sequences, data, ideas, processes, formulas, protocols, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; and (ii) information regarding plans for research, development, new products, marketing and sales, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers. Notwithstanding the foregoing, the term "Proprietary Information" does not include information, that: (a) is in the public's knowledge or that comes into the public's knowledge during the term of this agreement through no breach of this Agreement by Advisor; (b) comes into the Advisor's possession from a third party who is under no obligation of confidentiality to the Company; or (c) the Advisor can demonstrate, by tangible means, was in the possession of the Advisor at the time of its receipt from the Company.

5.3 Upon termination of this Agreement or at any time upon request of the Company, Advisor shall promptly return to the Company or destroy (at the Company's choice) all Proprietary Information furnished to Advisor by the Company or produced by Advisor, either alone or jointly with others, in connection with the Services.

6. Nondisclosure of Third-Party Information.

Advisor understands that the Company has received and will receive from third parties information that is confidential or proprietary ("Third-Party Information") and that such information is subject to restrictions with respect to use and disclosure. During the term of this

Agreement and after its termination, Advisor will hold all Third-Party Information in the strictest confidence and will not disclose or use any Third-Party Information disclosed by the Company to Advisor, unless expressly authorized to act otherwise by an officer of the Company.

7. Assignment of Inventions.

7.1 The term "**Proprietary Rights**" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

7.2 Any and all inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by him, either alone or jointly with others, in the performance of Advisor's Services for the Company (hereinafter "**Company Inventions**") shall be solely the property of the Company.

7.3 Subject to Section 7.4, Advisor hereby assigns and agrees to assign in the future (when any such inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all Advisor's right, title and interest in and to any and all Company Inventions (and all Proprietary Rights with respect thereto).

7.4 This Agreement will not be deemed to require assignment of any invention which was developed through work unrelated to the Services provided to the Company without using the Company's equipment, supplies, facilities, or Proprietary Information and neither related to the Company's actual or the Company's currently contemplated business, research or development, nor resulted from the Services performed for the Company.

7.5 Advisor acknowledges that all original works of authorship which were, are or will be made by him (solely or jointly with others) within the scope of his Services for the Company and which are protectable by copyright are "works made for hire" and are the property of the Company pursuant to applicable copyright law.

7.6 Advisor will assist the Company in every proper way to obtain, and from time to time enforce, any Proprietary Rights relating to Company Inventions in any and all countries. To that end, Advisor will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, Advisor will execute, verify and deliver such assignments of such Proprietary Rights to the Company or its designee as the Company may reasonably request. The Company shall compensate Advisor at a reasonable rate for the time actually spent by Advisor at the Company's request on such assistance. Advisor's obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of this Consulting Agreement. In the event the Company is unable for any reason, after reasonable effort, to secure Advisor's signature on any document needed in connection with the actions specified in the preceding paragraph, Advisor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Advisor's agent and attorney in fact, which appointment is coupled with an interest to act for and in Advisor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Advisor. Advisor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Advisor now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

8. No Conflicting Obligations.

Advisor represents that Advisor's performance of this Agreement and performance of the Services does not and will not breach or conflict with any obligation to or agreement or confidence with any previous or current employer or third party. Notwithstanding the aforesaid, the Company understands, that when a topic is approached, that may be in conflict with Advisor's obligations to other parties, the Advisor will immediately cease from further discussion so as not to breach confidentiality with either party. Advisor further represents that the execution and delivery of this Agreement and the fulfillment of the terms hereof do not require the notification or consent of any person or entity, including, without limitation, his present or former employer, or alternatively, to the extent that any such approval, consent or notification is required, such notification has been given and any such approval and/or consent has been obtained and shall be timely renewed if necessary.

9. No Improper use of Materials.

Advisor did not bring and agrees not to bring to the Company or to use in the performance of Services for the Company any materials or documents of a present or former employer of Advisor, or any materials or documents obtained by Advisor under obligation of confidentiality or other restriction, unless such materials or documents were or are generally available to the public or Advisor has authorization from such present or former employer or other person for the possession and unrestricted use of such materials. Advisor understands that Advisor is not to breach any obligation of confidentiality that Advisor has to present or former employers or others, and represents that he has fulfilled all such obligations to date, and agrees to fulfill all such obligations during the term of this Agreement. Advisor shall not use the funding, resources and facilities of a present or former employer of Advisor or any other third party to perform the Services.

10. Term and Termination.

10.1 This Agreement shall be in effect for twelve months commencing as of the Effective Date. Either party may terminate this Agreement upon thirty (30) days written notice to the other.

10.2 Notwithstanding anything to the contrary stated in Section 11.1 above, this Agreement may be terminated by either party upon written notice of seven (7) days if the other party, having committed a material breach of the Agreement, shall fail to correct the same after receiving written notice with respect thereto from the first party.

10.3 Notwithstanding any termination of this Agreement for any reason, the obligations set forth in paragraphs 3, 4, 5, 6, 7, 9, 10 and this section 11.3 will survive any termination of this Agreement. Upon termination of this Agreement, Advisor will promptly deliver to the Company all documents and other materials of any nature pertaining to the Services together with all documents and other items containing or pertaining to any Proprietary Information.

12. General Terms.

The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Because the nature of the Services is personal, any attempted assignment of Advisor's rights or delegation of Advisor's obligations will be void without the prior written consent of the Company. This Agreement is governed by the laws of the United States of America, excluding conflicts of laws principles. If any provision of

this Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect. This Agreement and its Schedules constitute the parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties to this Agreement. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing. This Agreement may be signed in counterpart.

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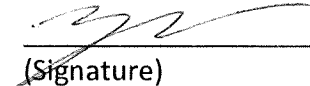
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Conagen Inc.



(Signature) 01/25/16

David Byun



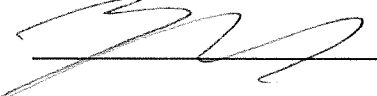
(Signature) 01/25/16

By: Jens Plassmeier
Director of Innovations

Undertaking of the Individual

I, the undersigned, agree to be bound by and act in accordance with the provisions of this Agreement, and hereby confirm the representations given herein, to such extent that they refer to me.

In addition, I hereby personally guarantee towards the Company any and all obligations, undertakings and performances of Advisor pursuant to the terms of the Agreement.



01/25/16

David Byun

Schedule 1

Description of Services:

- The Advisor will provide expert consulting services relating to the bioinformatics needs of Conagen.
- This includes, but is not limited to:
 - Codon optimization
 - Enzyme discovery
 - Enzyme modeling
 - High throughput platform support

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT ("Agreement"), effective this 25th day of January 2014 ("Effective Date"), is by and between Conagen Inc., its subsidiaries, divisions and related entities, located at 15 DeAngelo Drive, Bedford, MA 01730 ("Conagen") and Mr. David Babin located at 25 Wildwood Drive, Bedford MA 01730 ("Parties").

WHEREAS, Conagen and Parties are interested in determining the possibility of future collaborations ("Purpose of Disclosure") that may require Conagen and Parties to disclose to each other proprietary and confidential information concerning the following (the "Project"):

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. "Confidential Information" shall mean any and all information, know-how and data, technical or non-technical, disclosed or provided by one Party to the other Party about the Project whether disclosed or provided in oral, written, graphic, photographic, electronic, or any other form, except for information:
 - a. that is or becomes generally known or available to the public without breach of this Agreement;
 - b. that is known to the receiving Party at the time of disclosure, as evidenced by written records of the receiving Party;
 - c. that is independently developed by the receiving Party, as evidenced by written records of the receiving Party; or
 - d. that is disclosed to the receiving Party in good faith by a third party who has an independent right to such subject matter and information.
2. Should the receiving Party be required by judicial or other governmental authority to disclose the disclosing Party's Confidential Information, the receiving Party shall immediately inform and cooperate with disclosing Party in responding to such requirement in a manner that maintains the confidentiality of the disclosing Party's Confidential Information to the maximum extent possible.
3. The receiving Party agrees to hold in confidence all Confidential Information, to not disclose any Confidential Information to any third party, and to use Confidential Information solely for the Purpose of Disclosure. Conagen may disclose Parties' Confidential Information to affiliates and Conagen shall ensure that any affiliates receiving Parties' Confidential Information will maintain such Confidential Information in confidence under terms no less stringent than those contained herein.
4. Unless otherwise specified in writing, all Confidential Information remains the disclosing Party's property. Upon request of the disclosing Party, the receiving Party agrees to return or destroy all Confidential Information received from the disclosing Party, except for one copy, which the receiving Party may keep solely to monitor its obligations under this Agreement.

5. This Agreement shall expire one (1) year from the Effective Date ("Expiration").
6. All Confidential Information shall be held confidential by the receiving Party for five (5) years after Expiration.
7. Nothing contained in this Agreement shall be construed as an obligation to enter into any further agreement concerning the Project or Confidential Information, or as a grant of a license to the Confidential Information or to any patent or patent application existing now or in the future.
8. This Agreement shall not be assignable or otherwise transferable by either Party without the consent of the other Party, except that each Party may, without such consent, assign this Agreement to any purchaser of all or substantially all of the assets in the line of business to which this Agreement pertains, or to any successor corporation that results from reincorporation, merger or consolidation of such Party with or into such purchaser or such corporation. Upon assignment, the rights and obligations under this Agreement shall be binding upon and inure to the benefit of said purchaser or successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives.

Conagen Authorized Official:

By: [Signature]

Name: JENS PLASSMEIER

Title: DIRECTOR OF INNOVATIONS

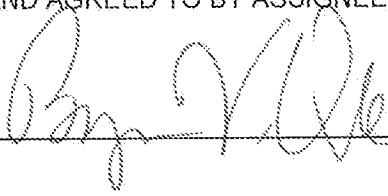
Authorized Official:

By: [Signature]

Name: David Byrn

Title: Bioinformatics Advisor

ACCEPTED AND AGREED TO BY ASSIGNEE, Conagen Inc.:

Signature: 

Date: 8/30/2018

Printed Name: Byron V. Olsen

Title: Director of Legal Affairs