

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5272025

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AGBIOME INNOVATIONS, INC.	11/30/2018
RECEIVING PARTY DATA		
Name:	AGBIOME, INC.	
Street Address:	104 T.W. ALEXANDER DRIVE	
Internal Address:	BUILDING 1	
City:	RESEARCH TRIANGLE PARK	
State/Country:	NORTH CAROLINA	
Postal Code:	27709	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	PCT Number:	US2017039093
CORRESPONDENCE DATA		
Fax Number:	(336)734-2601	
<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:	336-607-7457	
Email:	tsouthern@kilpatricktownsend.com	
Correspondent Name:	TOYCE SOUTHERN	
Address Line 1:	1001 WEST 4TH STREET	
Address Line 2:	KILPATRICK TOWNSEND & STOCKTON LLP	
Address Line 4:	WINSTON SALEM, NORTH CAROLINA 27101	
ATTORNEY DOCKET NUMBER:	098699-1053801	
NAME OF SUBMITTER:	TOYCE SOUTHERN	
SIGNATURE:	/Toyce Southern/	
DATE SIGNED:	12/07/2018	
Total Attachments: 4		
source=AgB034.PCT--Assignment#page1.tif		
source=AgB034.PCT--Assignment#page2.tif		
source=AgB034.PCT--Assignment#page3.tif		
source=AgB034.PCT--Assignment#page4.tif		

ASSIGNMENT
(Patent Application)

This ASSIGNMENT, dated as of November 30, 2018 is made by AgBiome Innovations, Inc. (“**Assignor**”), a Delaware corporation having a principal place of business at 104 T.W. Alexander Drive, Building 1, Research Triangle Park, North Carolina 27709, in favor of AgBiome, Inc. (“**Assignee**”), a Delaware corporation having a principal place of business at 104 T.W. Alexander Drive, Building 1, Research Triangle Park, North Carolina 27709, for the invention entitled:

**METHODS AND COMPOSITIONS FOR SPRAY DRYING
GRAM-NEGATIVE BACTERIA**

and identified as International Patent Application No. PCT/US2017/039093, filed June 23, 2017.

NOW THEREFORE, to all whom it may concern, be it known that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers, conveys, and sells to Assignee, its successors, assigns, and legal representatives, and Assignee accepts, all of Assignee’s entire right, title and interest to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim the priority of the above-referenced patent application in the United States and all foreign countries, and as provided by any bilateral or multilateral treaty or international agreement, including but not limited to, the International Convention of 1883 and later modifications thereof (“the Paris Convention”), the Patent Cooperation Treaty (PCT), the European Patent Convention, the Eurasian Patent Convention, the agreement(s) of the African Regional Intellectual Property Organization, the agreement(s) of the Organisation Africaine de la Propriete Intellectuelle, and the agreement(s) of the Cooperation Council for the Arab States of the Gulf, in all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation,

continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination, or non-U.S. patent application, PCT applications, or applications for other rights based in whole or in part on the above-referenced patent application;

- (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part;
 - (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (e) all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to record and register this Assignment upon request by Assignee and to issue to Assignee, its successors, assigns, and legal representatives any and all patent(s), or other rights or documents, resulting from the intellectual property, patent applications, and patents described in paragraph 1 of this Assignment.
 - 3. Authorize Assignee, its successors, assigns, and legal representatives to apply in all countries in the names of the inventors or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements.
 - 4. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths, and petitions, and perform any other acts that Assignee considers desirable aiding in securing, maintaining, protecting, and

enforcing desired protection for the intellectual property, patent applications, and patents described in paragraph 1 of this Assignment and for vesting title to said inventions and all applications for patents and all patents on said inventions, in Assignee, its successors, assigns and legal representatives, without charge but at the expense of Assignee, and to communicate to said Assignee, its successors, assigns, and representatives, all facts known to Assignor relating to said inventions and the history thereof.

5. COVENANT with Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.
6. Promise and affirm that Assignor will not enter, into any assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed, or understanding that conflicts with this Assignment.
7. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representative, and shall be binding upon Assignor, its successors, assigns, and legal representatives.
8. Agree that this Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).
9. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

PCT/US2017/039093
Attorney Docket No. 098699-1053801
Client Ref: AgB034.PCT

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

AgBiome Innovations, Inc. (ASSIGNOR):

By: John Rabby

Name: _____

Title: Commercial Director

AGREED TO AND ACCEPTED:

AgBiome, Inc. (ASSIGNEE):

By: Eric Ward

Name: _____

Title: Co-CEO