

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5345446

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KIMBERLY-CLARK WORLDWIDE, INC.	07/02/2018
RECEIVING PARTY DATA	
Name:	SORRENTO THERAPEUTICS, INC.
Street Address:	4955 DIRECTORS PLACE
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	16040714
Application Number:	16040773
Application Number:	16040892
CORRESPONDENCE DATA	
Fax Number:	(314)612-2307
<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:	USPatents@ArmstrongTeasdale.com
Correspondent Name:	ARMSTRONG TEASDALE LLP
Address Line 1:	7700 FORSYTH BLVD.
Address Line 2:	SUITE 1800
Address Line 4:	ST. LOUIS, MISSOURI 63105-1847
ATTORNEY DOCKET NUMBER:	38108/312-314
NAME OF SUBMITTER:	PATRICK E. BRENNAN
SIGNATURE:	/Patrick E. Brennan/
DATE SIGNED:	01/28/2019
Total Attachments: 4	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (this “**Assignment**”), dated as of July 2, 2018, is entered into by and between Kimberly-Clark Corporation, a Delaware Corporation (“**KCC**”), Kimberly-Clark Global Sales, LLC, a Wisconsin limited liability company (“**KCGS**”) and Kimberly-Clark Worldwide, Inc., a Wisconsin corporation (“**KCW**” and together with KCC and KCGS, “**Assignors**”) and Sorrento Therapeutics, Inc., a Delaware corporation (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of July 2, 2018, as amended from time to time (the “**Asset Purchase Agreement**”) (and all capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to transfer, convey, assign, and deliver to Assignee the Transferred Intellectual Property in the form of this Assignment, and Assignee desires to accept the transfer, conveyance, assignment, and delivery thereof, all in accordance with the terms set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Asset Purchase Agreement, the parties hereto agree as follows:

1. Assignment of Transferred Intellectual Property. Effective as of 12:01 AM New York time on the date hereof, Assignors hereby transfer, convey, assign, and deliver to Assignee, and Assignee hereby accepts the transfer, conveyance, assignment, and delivery of Assignors’ worldwide right, title, and interest in and to the Transferred Intellectual Property, including as listed on Schedule A hereto, together with the goodwill of the Business associated therewith and which is symbolized thereby, all rights to sue for past, present, and future infringement of any of the Transferred Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

2. Further Assurances. The parties hereto covenant and agree that they will, at the request of the other party, execute and deliver all papers, documents, drawings, descriptions, and such other instruments of conveyance, assignment, assumption, and transfer (including, without limitation, executed patent, trademark, service mark, and copyright applications, assignments, oaths, declarations, and affidavits) and take such other action as such other party may reasonably request to vest in Assignee the entire right, title, and interest in and to the Transferred Intellectual Property being transferred hereby.

3. Governing Law. This Assignment shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same agreement. A scanned or electronic signature shall also be deemed an original.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above by their respective officers thereunto duly authorized.

Assignors:

Assignee:


KIMBERLY-CLARK CORPORATION

SORRENTO THERAPEUTICS, INC.


By: 
Name: Keith Melker
Title: Vice President & Chief Strategy
Officer, Kimberly-Clark
Corporation

By: _____
Name: Henry Ji, Ph.D.
Title: Chairman of the Board of Directors,
Chief Executive Officer and President

**KIMBERLY-CLARK GLOBAL
SALES, LLC**

By: 
Name: Keith Melker
Title: Vice President & Chief Strategy
Officer, Kimberly-Clark
Corporation

**KIMBERLY-CLARK WORLDWIDE,
INC.**

By: 
Name: Keith Melker
Title: Vice President & Chief Strategy
Officer, Kimberly-Clark
Corporation

[Signature Page to IP Assignment]

**PATENT
REEL: 048152 FRAME: 0853**

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above by their respective officers thereunto duly authorized.

Assignors:

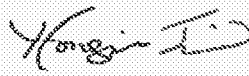
Assignee:

KIMBERLY-CLARK CORPORATION

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By: _____

Name: Keith Melker
Title: Vice President & Chief Strategy
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Corporation

By:  _____

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[Signature Page to IP Assignment]