

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5374038

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSET CONTRIBUTION AND ASSUMPTION OF LIABILITIES AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
BIODAK LLC	05/12/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	SAB BIOTHERAPEUTICS, INC.
<b>Street Address:</b>	2301 EAST 60TH STREET NORTH
<b>City:</b>	SIOUX FALLS
<b>State/Country:</b>	SOUTH DAKOTA
<b>Postal Code:</b>	57104

**PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	7820878
Patent Number:	7429690
Patent Number:	7807863

**CORRESPONDENCE DATA**

**Fax Number:** (312)913-0002

*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:** 3129130001

**Email:** bosman@mbhb.com

**Correspondent Name:** JOSHUA D BOSMAN

**Address Line 1:** 300 SOUTH WACKER DRIVE

**Address Line 4:** CHICAGO, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	18-1754
<b>NAME OF SUBMITTER:</b>	JOSHUA D BOSMAN
<b>SIGNATURE:</b>	/Joshua D. Bosman/
<b>DATE SIGNED:</b>	02/13/2019

**Total Attachments: 18**

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**ASSET CONTRIBUTION  
AND ASSUMPTION OF LIABILITIES AGREEMENT**

This Asset Contribution and Assumption of Liabilities Agreement (this "**Agreement**"), dated as of MAY 12, 2014, is by and between BIODAK, LLC, a South Dakota limited liability company (the "**Transferor**"), and SAB BIOTHERAPEUTICS, INC., a Delaware corporation ("**SAB Bio**").

WHEREAS, the Transferor desires to contribute (the "**Contribution**") to SAB Bio all of the "Assets" (as defined below) and assign to SAB Bio all of the "Assumed Liabilities" (as defined below) and SAB Bio wishes to acquire such Assets and assume such Assumed Liabilities in consideration of the issuance to the Transferor of [REDACTED] shares of Common Stock of SAB Bio, all subject to the terms and conditions set forth herein.

WHEREAS, as of the date hereof, SAB Bio has entered into a Contribution Agreement with Sanford Frontiers, a South Dakota non-profit corporation ("**Sanford**"), pursuant to which Sanford shall contribute to SAB Bio all of the outstanding equity interests of Sanford Applied Biosciences, LLC, a South Dakota limited liability company, and certain assets and liabilities related to the business thereof in consideration of the issuance to Sanford of [REDACTED] shares of Common Stock of SAB Bio (the "**Sanford Contribution**").

WHEREAS, the closing of the Contribution and the Sanford Contribution shall occur concurrently with and conditioned upon the closing of the other party's contribution and each of the Transferor's and Sanford's execution and delivery of the Stockholders Agreement (as defined below).

The parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS; CONVENTIONS**

Section 1.1. Definitions. Except as otherwise expressly provided herein or unless the context otherwise requires, the capitalized terms used in this Agreement shall have the respective meanings set forth on Appendix I hereto, which is incorporated herein by this reference. The definitions of such terms are equally applicable both to the singular and plural forms of such terms.

Section 1.2. Conventions. All references in this instrument to designated "**Articles**," "**Sections**," "**Subsections**" and other subdivisions are to the designated Articles, Sections, Subsections and other subdivisions of this instrument as originally executed or if amended or supplemented, as so amended or supplemented. The words "**herein**," "**hereof**," "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision.

**ARTICLE II  
CONTRIBUTION**

Section 2.1. Contribution of Assets. Effective on the Contribution Date (as defined below), the Transferor shall irrevocably transfer, contribute and assign to SAB Bio all rights, title and interests of any kind anywhere in the world in and to all of the Assets, free and clear of all Encumbrances (except for the Assumed Liabilities), and SAB Bio hereby agrees to acquire all ownership interest and rights of any kind in and to all of the Assets. The Transferor hereby acknowledges that such transfer, contribution and assignment made hereunder is absolute and irrevocable, without reservation or retention of any interest whatsoever. Effective on the Contribution Date the transfer, contribution and assignment will constitute

immediate and absolute conveyances from the Transferor to SAB Bio of all of the Transferor's right, title and interest in the Assets. On the terms and subject to the conditions set forth in this Agreement, the consideration for the contribution of the Assets shall be SAB Bio's issuance to the Transferor as of the Contribution Date, of [REDACTED] shares of the Common Stock of SAB Bio (the "*Shares*"). The "*Assets*" consist of the following assets of the Transferor:

- (a) all of the assets of the Transferor listed on Exhibit A.

The Transferor shall retain all right, title and interest in and to the following assets of the Transferor (collectively, the "*Excluded Assets*"):

- (aa) the company name, "BioDak, LLC";
- (bb) the Transferor's corporate seal, formation and governing documents, minutes books and other equity records;
- (cc) the Shares issued to the Transferor under this Agreement and all rights of the Transferor under this Agreement;
- (dd) without limiting the foregoing, the assets listed on Exhibit B, if any; and
- (ee) without limiting the foregoing, any other assets of the Transferor not listed on Exhibit A.

Section 2.2. Assumption of Liabilities. The Contribution is subject to the assumption by SAB Bio of all liabilities and obligations of the Transferor arising in connection with the Business solely to the extent expressly set forth as liabilities on Exhibit C hereto, which arise after the Contribution Date other than the Retained Liabilities (the "*Assumed Liabilities*"). Effective on the Contribution Date, SAB Bio hereby assumes and shall perform, pay and discharge when due the Assumed Liabilities. For the avoidance of doubt, the following are Retained Liabilities which SAB Bio shall not assume (the "*Retained Liabilities*"):

- (a) all Liabilities arising out of or in connection with any dividends, distributions or redemptions with respect to any security of the Transferor;
- (b) (i) all taxes of the Transferor or any of its affiliates, or for which the Transferor or any of its affiliates is liable, for any taxable period; (ii) all taxes related to the Excluded Assets or Retained Liabilities for any taxable period; and (iii) all taxes relating to the Business or the Assets or the Assumed Liabilities for any taxable period that ends on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, for the portion of such taxable period ending on the Closing Date; and
- (c) all Liabilities arising from or relating to a breach by the Transferor of any of its representations, warranties or covenants under the Transaction Agreements (as defined below).

Section 2.3. Deliveries by the Transferor. The Transferor shall deliver to SAB Bio on the Contribution Date, in addition to any other documents, instruments and writing required by this Agreement to be delivered, (i) Instruments of Transfer, (ii) the Assets, (iii) an executed counterpart of the SAB Bio Stockholder Agreement and the Other Agreements (each as defined below), (iv) all consents, waivers or approvals required in order to properly effectuate the assignment of the Assumed Contracts to SAB Bio and the consummation of the transactions pursuant to this Agreement.

Section 2.4. Tax Treatment. The parties hereto intend that the contribution set forth in Section 2.1 be treated as a tax-free exchange under Section 351 of the Code (and any similar or analogous applicable provision of state or local tax law). Unless otherwise required by law, each of the Transferor, SAB Bio, and their respective affiliates shall file all applicable tax returns consistent with, and shall not take any tax position (including in any audit or controversy) inconsistent with, this intention.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR**

Transferor represents and warrants to SAB Bio as follows:

Section 3.1. Existence and Good Standing. Transferor is a limited liability company duly formed, validly existing and in good standing under the laws of the State of South Dakota. Transferor has all requisite limited liability company power and authority to own the Assets and operate its Business. The Transferor is duly qualified to do business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on the Business, Assets, liabilities, financial condition, property, prospects or results of operations of the Transferor. The Transferor has provided to SAB Bio true and correct copies of its formation and governing documents, in each case as amended to date, and as in full force and effect as of the Contribution Date.

Section 3.2. Authority. Transferor has all requisite power, authority and capacity to execute, deliver, and perform this Agreement, and any other agreement or document required by this Agreement, including without limitation, the SAB Bio Stockholders Agreement attached hereto as Exhibit D (the "**Stockholders Agreement**," and together with this Agreement, the "**Transaction Agreements**"). The execution and delivery by Transferor of the Transaction Agreements, the consummation by Transferor of the transactions contemplated hereby and thereby (the "**Transactions**") and the performance by Transferor of Transferor's obligations hereunder and thereunder (the "**Transferor Obligations**") have been duly and validly authorized by all necessary company action on the part of the Transferor and its managers and members. The Transaction Agreements have been duly and validly executed and delivered by Transferor and constitute the valid and binding obligation of Transferor, enforceable against Transferor in accordance with their terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to creditors' rights generally and general equitable principles.

Section 3.3. Assets; Ownership. To the Knowledge of the Transferor, the Transferor is the owner of, and has good and indefeasible title to and ownership of all of the Assets, free and clear of any Encumbrances (except for the Assumed Liabilities); the Assets collectively constitute, as of the Contribution Date, all of the properties, rights, interests and other tangible and intangible assets necessary to conduct the Transferor's Business following the Contribution Date in the manner in which Transferor's Business is currently being conducted; all of the Business Tangible Property (a) have been maintained in accordance with normal industry practice (b) are in good operating condition and repair, subject only to ordinary wear and tear; and (c) are usable and fit for their purpose for which they are presently used. To the Knowledge of the Transferor, after the Contribution Date, SAB Bio will be entitled to the continued possession and use of the Assets and all Assets will be fully transferable, alienable or licensable by SAB Bio without restriction and without any payment of any kind to any person or entity, except fees payable to the United States Patent and Trademark Office (the "**USPTO**") and similar foreign offices to publicly reflect the transfer of the patents listed on Exhibit A.

Section 3.4. No Violation. The execution and delivery of the Transaction Agreements, the consummation of the Transactions by Transferor and the performance by Transferor of Transferor Obligations do not and will not (A) violate any of the formation or governing documents of Transferor, (B) to the Knowledge of the Transferor, conflict with, violate or constitute a default under any provision

of or result in the breach of or entitle any party to terminate, cancel, accelerate or modify (whether after the giving of notice or lapse of time or both) any obligation under any Asset, (C) result in or give to any person or entity any additional rights or entitlement to increased, additional, accelerated or guaranteed payments or performance under any Asset, (D) result in the loss of any material benefit under, any of the terms, conditions or provisions of any Asset, (E) result in the creation or imposition of any Encumbrance upon the Assets, or (F) violate or conflict with any order, award, judgment, or decree or other restriction of any law, statute, ordinance, or regulation to which the Assets or the Business are subject. To the Knowledge of the Transferor, no filing or registration with, and no permit, authorization, consent or approval of any person or entity, including any governmental authority, is necessary for the consummation of the Transactions, and Transferor is not required to give any notice to any person or entity in connection therewith; provided, however, SAB Bio acknowledges that certain filings must be made with the USPTO and similar foreign offices to publicly reflect the transfer of the patents listed on Exhibit A.

Section 3.5. Investment Representations. The Transferor understands that the Shares have not been registered under the Securities Act. The Transferor also understands that the Shares are being transferred and assigned pursuant to an exemption from registration contained in the Securities Act of 1933, as amended (the "*Securities Act*") based in part upon the Transferor's representations contained in the Agreement. The Transferor hereby represents and warrants as follows:

(a) *The Transferor Bears Economic Risk.* The Transferor has experience in evaluating private placement transactions of securities in companies similar to SAB Bio so that it is capable of evaluating the merits and risks of an investment in SAB Bio and has the capacity to protect its own interests. The Transferor must bear the economic risk of this investment indefinitely unless the Shares are registered pursuant to the Securities Act, or an exemption from registration is available. The Transferor understands that SAB Bio has no present intention of registering the Shares. The Transferor also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow the Transferor to transfer all or any portion of the Shares under the circumstances, in the amounts or at the times the Transferor might propose.

(b) *Acquisition for Own Account.* The Transferor acknowledges and agrees that it is acquiring the Shares for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof.

(c) *The Transferor Can Protect Its Interest.* The Transferor represents that by reason of its business or financial experience, the Transferor has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement. Further, the Transferor is aware of no publication of any advertisement in connection with the transactions contemplated in the Agreement.

(d) *Accredited Investor.* The Transferor represents that it is an accredited investor within the meaning of Regulation D under the Securities Act.

(e) *Rule 144.* The Transferor acknowledges and agrees that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Transferor has been advised or is aware of the provisions of Rule 144 promulgated under the Securities Act, which permits limited resale of Shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about SAB Bio, the resale occurring following the required holding period under Rule 144 and the number of securities being sold during any three-month period not exceeding specified limitations.

(f) *Transfer Restrictions.* The Transferor acknowledges and agrees that the Shares may be subject to restrictions on transfer under the Stockholders Agreement.

Section 3.6. Contracts. To the Knowledge of the Transferor, the Contracts listed in Exhibit A collectively constitute all of the Contracts necessary to enable SAB Bio to conduct the Business following the Contribution Date in the manner in which the Business is currently being conducted by Transferor (the "*Assumed Contracts*"). Transferor has provided to SAB Bio true and correct copies of the Assumed Contracts and any other contractual arrangements related to any other Assumed Liabilities, including all amendments thereto. To the Knowledge of the Transferor, the Transferor has performed all of the obligations required to be performed by it and is entitled to all accrued benefits under, and is not alleged to be in default in respect of, each Assumed Contract. To the Knowledge of the Transferor, each of the Assumed Contracts constitutes the valid and binding obligations of the parties thereto and are enforceable against the parties in accordance with its terms and there exists no default or event of default or event, occurrence, condition or act, with respect to Transferor, or to the knowledge of the Transferor, with respect to any other contracting party, which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default under any Assumed Contract.

Section 3.7. Intellectual Property Rights.

(a) To the Knowledge of the Transferor, the Transferor owns or possesses sufficient legal rights to all Business Intellectual Property, without, to the Transferor's Knowledge with respect to patents, trademarks, services marks and trade names only, any infringement, misappropriation or other violation of the rights of others. Exhibit A contains a complete list of all Business Intellectual Property. The Business Intellectual Property is sufficient to conduct the Business as currently conducted by the Transferor. To the Knowledge of the Transferor there are no outstanding options, licenses, claims, encumbrances, shared ownership interests or agreements of any kind relating to the Business Intellectual Property (except for the Assumed Contracts), nor is the Transferor bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, licenses, information and other proprietary rights and processes of any other person or entity other than such licenses or agreements arising from the purchase of "off the shelf" standard, object code products.

(b) The Transferor has not received any communications alleging that the Transferor has infringed, misappropriated or otherwise violated or, by conducting its Business as currently conducted or presently proposed to be conducted, would infringe, misappropriate or otherwise violate any of the patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets or other proprietary rights or processes of any other person or entity and the Transferor is not aware of any potential basis for such an allegation or of any specific reason to believe that such an allegation may be forthcoming.

(c) To the Knowledge of the Transferor none of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with their duties to the Transferor or that would conflict with the Business as currently conducted and as proposed to be conducted.

(d) The Transferor, to its Knowledge, has not used any trademark, service mark, trade name, or copyright in its Business and does not own any trademarks, trademark registrations or applications, trade names, service marks, copyrights, or copyright registrations or applications related to the Business. To Transferor's Knowledge, no person owns any trademark, trademark registration or application, service

mark, trade name, copyright, or copyright registration or application the use of which is necessary in connection with the operation of the Business or the ownership and use of the Assets.

(e) To the Knowledge of Transferor, Exhibit A references those items, without extensive or revealing descriptions which would comprise confidential information related to the Assets, which could become trade secrets related to the Assets, including processes, know-how and other technical data. To the Knowledge of Transferor, the documentation related to such confidential information is current, accurate, and sufficient in detail and content to identify and explain it, and to allow use by SAB Bio without reliance on the special knowledge or memory of others.

(f) To Transferor's Knowledge, Transferor is the sole owner of the confidential information referenced on Exhibit A, free and clear of any liens, encumbrances, restrictions or legal or equitable claims of others, except as specifically stated in Exhibit A and Transferor has taken reasonable security measures to protect the secrecy, confidentiality, and value of such confidential information.

(g) As used herein the term "Knowledge" means the actual knowledge of the managers and officers of the Transferor.

Section 3.8. Litigation. There is no demand, claim, action, suit, proceeding, complaint, charge, arbitration or investigation pending or, to the Transferor's Knowledge, currently threatened in writing against the Transferor or any officer, manager or key employee of the Transferor (in each case in their capacity as such) that relates to or that might affect the Business or any of the Assets, or that questions the validity of this Agreement or the right of the Transferor to enter into any of such agreements, or to consummate the transactions contemplated hereby or thereby. The foregoing includes, without limitation, actions pending or, to the Transferor's Knowledge, threatened in writing involving the prior employment of any of the Transferor's employees, their use in connection with the Business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. Neither the Transferor, nor to the Transferor's Knowledge, any of its officers, managers or key employees (in each case in their capacity as such) is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality that is related to the Business or to any of the Assets. There is no action, suit, proceeding or investigation by the Transferor currently pending or which the Transferor intends to initiate that is related to the Business or to any of the Assets.

Section 3.9. Subsequent Cooperation. In case at any time after the execution and implementation of this Agreement any further action is necessary to carry out the purposes of this Agreement, Transferor will promptly take such further action (including executing and delivering such further instruments and documents) as SAB Bio reasonably may request. Transferor will deliver to SAB Bio all documents, books, records, agreements, and financial data of any kind relating to the Business and the Assets.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SAB BIO**

SAB Bio hereby represents and warrants to Transferor as follows:

Section 4.1. Existence and Good Standing. SAB Bio is a corporation duly formed and validly existing and in good standing under the laws of the State of Delaware.

Section 4.2. Authority. SAB Bio has all requisite power and authority to execute, deliver, and perform the Transaction Agreements. The Transaction Agreements have been duly and validly



authorized, executed and delivered by SAB Bio, and constitute its valid and binding obligation, enforceable against SAB Bio in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to creditors' rights generally and general equitable principles.

Section 4.3. Offering Valid. Assuming the accuracy of the representations and warranties of the Transferor contained in Article III of this Agreement, the offer, sale and issuance of the Shares will be exempt from the registration requirements of the Securities Act, and exempt from registration and qualification under all applicable state securities laws. Neither SAB Bio nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Shares to any person or persons so as to bring the sale of such Shares by SAB Bio within the registration provisions of the Securities Act or any state securities laws.

Section 4.4. No Other Representations or Warranties. SAB Bio agrees and acknowledges that other than as set forth in Article III, the Transferor is not making any representations or warranty of any kind or nature whatsoever, oral or written, express or implied (including but not limited to any relating to the future financial performance or results of operations of the Business) and the Assets are contributed "as is" with no warranties, express or implied, including, without limitation warranties of merchantability or fitness for a particular purpose or warranties of accuracy or completeness.

## **ARTICLE V THE CLOSING**

Section 5.1. The Closing of the Contribution. Subject to the satisfaction or waiver (as applicable) of the conditions to closing set forth in Section 5.3 and 5.4, the closing of the Contribution will be held as soon as practicable following the date hereof and prior to June 28, 2014 in any event, or at such other time as is agreed to in writing by the Transferor and SAB Bio (the "**Contribution Date**").

Section 5.2. Closing Deliveries. On the Contribution Date, (i) the Transferor shall deliver to SAB Bio the Assets and the executed Transaction Agreements and (ii) SAB Bio shall issue and deliver to the Transferor the Shares and shall deliver to Transferor the executed Transaction Agreements.

Section 5.3. Conditions to the Transferor's Obligations. The Transferor's obligation to effect the Contribution is subject to the satisfaction, at or prior to the Contribution Date, of the following conditions:

(a) Representations and Warranties True; Performance of Obligations. The representations and warranties made by SAB Bio in Article IV hereof shall be true and correct in all material respects as of the Contribution Date with the same force and effect as if they had been made as of the Contribution Date, and SAB Bio shall have performed all obligations and conditions herein required to be performed or observed by it on or prior to the Contribution Date.

(b) Consents, Permits, and Waivers. SAB Bio shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by this Agreement except for such as may be properly obtained subsequent to the Contribution Date.

(c) Other Agreements. Upon the Contribution Date, SAB Bio shall have entered into and delivered the Stockholders Agreement, a Transition Services Agreement in a form agreed to by and between Sanford and SAB Bio (the "**TSA**") and a lease agreement in a form agreed to by and between Sanford and SAB Bio (together with the TSA, the "**Post-Closing Agreements**").

(d) Sanford Contribution. The Sanford Contribution shall be effected as of and concurrently with the Contribution.

Section 5.4. Conditions to SAB Bio's Obligations. SAB Bio's obligation to effect the Contribution is subject to the satisfaction, at or prior to the Contribution Date, of the following conditions:

(a) Representations and Warranties True; Performance of Obligations. The representations and warranties made by the Transferor in Article III hereof shall be true and correct in all material respects as of the Contribution Date with the same force and effect as if they had been made as of the Contribution Date, and the Transferor shall have performed all obligations and conditions herein required to be performed or observed by it on or prior to the Contribution Date.

(b) Consents, Permits, and Waivers. The Transferor shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by this Agreement except for such as may be properly obtained subsequent to the Contribution Date.

(c) Other Agreements. Upon the Contribution Date, the Transferor shall have entered into and delivered the Stockholders Agreement and the Post-Closing Agreements.

(d) Sanford Contribution. The Sanford Contribution shall be effected as of and concurrently with the Contribution.

## **ARTICLE VI COVENANTS AND AGREEMENTS**

Section 6.1. Tax and Accounting Treatment. The Transferor and SAB Bio will treat and will cause their accountants to treat the conveyance of the Assets hereunder consistent with Section 2.4 for all applicable tax purposes.

Section 6.2. Power of Attorney. Effective as of the Contribution Date, the Transferor irrevocably constitutes, authorizes, empowers and appoints SAB Bio as the Transferor's true and lawful attorney (with full power of substitution and delegation), in the Transferor's name and in the Transferor's place and stead to take such action, and to make, execute, acknowledge and deliver any and all instruments or documents which SAB Bio at any time deems necessary, appropriate or desirable to vest in SAB Bio, its successors and assigns, all of the right, title and interest in and to the Assets transferred to SAB Bio hereunder by the Transferor, including recordation or perfection of SAB Bio's title to and security interest in the Assets in any jurisdiction SAB Bio deems necessary or appropriate. Such power being coupled with an interest is irrevocable, including the power to sign, endorse, execute, deposit and disburse, in the Transferor's name or otherwise, all checks, drafts and other payments made on or with respect to any receivables which SAB Bio is entitled to receive after the Contribution Date in accordance with the terms and conditions hereof.

Section 6.3. Impairment. On and after the Contribution Date, the Transferor shall not in any manner use or purport to authorize any third party to use any of the Business Intellectual Property, or attempt to register or assist any third party other than SAB Bio in registering any of the Business Intellectual Property, or represent to anyone that it has any right or interest in any of the Assets, nor shall the Transferor, directly or indirectly, at any time on or after the Contribution Date, do or cause to be done any act or thing contesting any part of SAB Bio's exclusive rights to the Assets.

Section 6.4. Remittance of Collections. On and after the Contribution Date, the Transferor shall transfer or deliver to SAB Bio, promptly after the receipt thereof and without any deduction or withholding, any cash or other property which the Transferor receives in respect of any items transferred or intended to be transferred to SAB Bio as part of the Assets hereunder.

Section 6.5. Transfer Taxes. The Transferor shall be liable for, shall hold SAB Bio and its affiliates harmless against, and agrees to pay any and all Transfer Taxes (as defined below). The Transferor and SAB Bio agree to cooperate in the execution and delivery of all instruments and certificates reasonably necessary to minimize the amount of any Transfer Taxes and to enable the Transferor and/or SAB Bio to comply with any pre-Closing filing requirements, all at the sole cost and expense of the Transferor. For purposes of this Section 6.5, "**Transfer Taxes**" means all sales, use, transfer, stamp, stock transfer, recording, registration, documentary, filing, real property transfer and similar taxes, fees or charges (together with any interest, penalties or additions in respect thereof) imposed by any governmental authority in respect of the Assets that become payable in connection with the transactions contemplated by this Agreement.

Section 6.6. Indemnification. The Transferor shall indemnify, defend and hold harmless SAB Bio and its agents, representatives, shareholders, officers, successors and assigns from and against any claims, damages, liabilities, penalties, actions, suits, proceedings, demands, assessments, costs and expenses, including reasonable attorneys' fees, incurred by any of them arising from or related to: (a) any debts, liabilities or obligations of any nature of the Transferor which are not Assumed Liabilities; and (b) any act, conduct, condition, activity or event existing or occurring in connection with the operation of the Business prior to the Contribution Date, except to the extent any of the foregoing are Assumed Liabilities.

Section 6.7. Post-Closing Obligations. Promptly following the Closing, SAB Bio shall take all actions reasonably necessary to make such filings with the USPTO and similar foreign entities as are necessary to publicly reflect the transfer of the patents listed on Exhibit A.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1. Notices. All notices from one party to the other party shall be in writing and shall be sent to the other party's address listed on such party's signature page hereto by (i) delivery by a reputable overnight courier service or by registered mail (return receipt requested) or (ii) by electronic mail to the e-mail address listed on such party's signature page hereto with a copy sent in either manner described in clause (i), all charges prepaid. All such notices and communications sent to a party's address or e-mail address (or to such other address as such party shall have notified the other party in accordance with this Section 7.1) shall be effective (a) upon the earlier of actual receipt and three business days after deposit in the United States Postal Service, registered or certified mail, return receipt requested, with proper postage prepaid, (b) upon transmission, when sent by electronic mail (with such electronic mail promptly confirmed by delivery of a copy by personal delivery or United States Postal Service), and (c) one business day after deposit with a reputable overnight courier with all charges prepaid.

Section 7.2. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties with reference to the transactions contemplated hereby and supersedes any and all other oral or written agreements heretofore made.

Section 7.3. Severability. If any provision of this Agreement or the application of any provision hereof to any person or in any circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected unless the provision held invalid shall substantially impair the benefits of the remaining portions of this Agreement.

Section 7.4. Amendments; Waivers. This Agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by the parties hereto. The waiver by any party of any breach of this Agreement in any one or more instances shall in no way be construed as a waiver of any subsequent breach of this Agreement (whether or not of a similar nature).

Section 7.5. Further Assurances. Upon SAB Bio's request therefor, the Transferor shall promptly execute and deliver to SAB Bio, any and all documents deemed reasonably necessary, appropriate or desirable by SAB Bio to evidence or effectuate the provisions or intent of this Agreement fully, including the recordation of the assignment of the Intellectual Property Rights and any other rights to the Assets to SAB Bio, as well as any forms specified under any applicable federal or foreign filing or recording requirements (including trademark filings), or as otherwise requested by SAB Bio.

Section 7.6. Captions. Captions to Articles, Sections and subsections of, and Appendices and Exhibits to, this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or in any way affect the meaning or construction of any provision of this Agreement.

Section 7.7. Successors and Assigns. All provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Each party shall have the right to assign this Agreement or any of its rights or obligations hereunder, in whole or in part, to any person, firm or entity.

Section 7.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

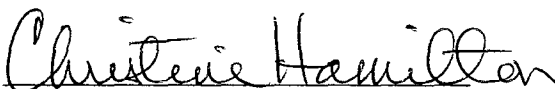
Section 7.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile, pdf or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature page follows.]*

SAB Bio and the Transferor have executed this Agreement effective as of the day and year first above written.


**TRANSFEROR:**

**BIODAK, LLC**

By:   
Christine Hamilton  
Manager

**TRANSFeree:**

**SAB BIOTHERAPEUTICS, INC.**

By:   
Edward Hamilton  
Chairman of the Board of Directors

ASSET CONTRIBUTION AGREEMENT  
SIGNATURE PAGE

## APPENDIX I

### DEFINITIONS

“**Assets**” means all of the assets, properties, rights, privileges, claims and contractual rights listed on Exhibit A.

“**Business**” means the research and development of bovine-based products which utilize prion protein knockout technology and Rag 2 knockout technology.

“**Business Intellectual Property**” means any and all Intangibles used in or necessary to the Business as currently being conducted by Transferor.

“**Business Tangible Property**” means those items comprising the Assets which are furniture, fixtures, improvements, equipment, computers, computer hardware (including computer servers), computer software, office equipment and apparatuses, tools, machinery and other tangible property of every kind (wherever located, whether or not reflected in the books of account of the Transferor and whether or not leased), other than office supplies and tangible property which individually or in the aggregate have de minimis value.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Contract**” means any mortgage, indenture, lease, contract, covenant, plan, insurance policy or other agreement, instrument, arrangement, understanding or commitment, permit concession, franchise or license.

“**Control**” means, as to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise. The term “**Controlled**” shall have a correlative meaning.

“**Encumbrances**” means pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, restrictions on transferability, rights of first refusal or first offer, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

“**Instruments of Transfer**” means such duly executed assignments, bills of sale and other instruments of conveyance and transfer, each in form and substance reasonably satisfactory to SAB Bio and Transferor, as are necessary, appropriate or desirable to vest in SAB Bio all right, title and interest in and to the Assets.

“**Intangibles**” means those items comprising the Assets which are patents or patent applications, trademarks, trademark applications, service marks, service mark applications, trade secrets to the extent they have been maintained as such, trade names, fictitious business names, permits, licenses, designs, published or unpublished works of authorship (whether or not copyrightable), copyrights, copyright applications, internet or intranet web sites, including the content contained therein and domain names used to access such web sites, domain name registrations, know-how, patents, patent applications, designs, formula, invention, ideas, data, discoveries, processes, methods, technology, software to the extent owned, proprietary information comprising a database or any form of intellectual property and intangible assets of any nature (whether in use, operational, active, under development or design, non-operative, or inactive), along with any goodwill associated therewith whether arising under statutory or

common law in any jurisdiction or otherwise, and includes, without limitation, any and all Intellectual Property Rights in and to the foregoing.

***“Intellectual Property Rights”*** means any and all proprietary rights (throughout the universe, in all media, now existing or created in the future, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, all (a) rights in and to trademarks, service marks, trademark and service mark applications, trademark and service mark registrations, trade names, logos, symbols, and the like; (b) rights associated with works of authorship including, but not limited to, copyrights, moral rights, design rights, copyright applications, copyright registrations, and rights to prepare derivative works; (c) rights relating to the protection of trade secrets and confidential information to the extent they have been maintained as such; (d) rights associated with patents, reissues and reexamined patents, and patent applications, whenever filed and wherever issued, and all priority rights resulting from such applications; (e) product rights; (f) rights analogous to those set forth in this definition and any and all other proprietary rights relating to Intangibles not already included herein; (g) rights associated with divisions, divisionals, continuations, continuations-in-part, substitutes, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued, or acquired; and (h) the right to sue for past infringement, misappropriation or other violation of any Business Intellectual Property.

## EXHIBIT A

### ASSETS

#### Cash

██████████ in cash (previously contributed by BioDak and received by SAB Bio)

#### Equipment Inventory

Thermolyne Cimarec 2 stirplate  
Epson Printer Model M188D  
Cylinder Racks (2)  
Lab Chairs (8)  
Lab Cabinets (4)  
Lab Benches (6)  
Lab Locker (2)  
Hoshizaki Ice Maker  
Lab Line Water Bath Model 1800  
Eye Wash Station  
Sterilgard III Advance  
Harvey Autoclave  
Sorvall RC 5B Refrigerated Super Speed Centrifuge  
Sorval F28/50 Rotor  
MVE 6000 Tank  
MVE 4000 Tank  
Centrifuge  
Incubator 01077  
Low Temp Incubator 01190  
F-S Digital Vortex Mixer(2)  
Thermolyne Dri-Bath Type 17600  
GeneAmp PCR System 9700  
IEC Centra CL2 Centrifuge Model 120  
Leica DMIL Microscope B0717  
Biofuge Fresco Centrifuge B1096  
Assorted Laboratory Glassware  
WW Calving Pen and Head Gate

#### Animal Inventory

PrP +/- (13 Females)  
PrP -/- (3 Females)  
PrP +/- (2 Males)  
PrP -/- (1 Males)  
Rag2 -/- (3 Females)  
Rag2 +/- PrP +/- (7 Females)  
Rag2 +/- PrP -/- (1 Female)  
Rag2 +/- PrP +/- (4 Males)  
Semen PrP -/- (1000 units)

#### Patents

Name	Country	Patent No.
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Production of ungulates, preferably bovines that produce human immunoglobulins	United States	7,820,878
Transgenic bovines having reduced prion protein production	United States	7,429,690
Transgenic ungulates having reduced prion protein activity and uses thereof	United States	7,807,863
	China	200380108416.5
	India	234275
	Russia	2384059
	New Zealand	539459

**ASSUMED CONTRACTS**

License Termination, Patent Purchase and Assignment Agreement dated November 23, 2010 by and between Hematech, Inc., Kyowa Hakko Kirin Co., and BioDak, LLC

**PERMITS AND LICENSES**

None.

**CONFIDENTIAL INFORMATION**

None.

**EXHIBIT B**

**OTHER EXCLUDED ASSETS**

All cash on hand and in any accounts of the Transferor.

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**EXHIBIT C**

**ASSUMED LIABILITIES**

Any future obligations under the License Termination, Patent Purchase and Assignment Agreement dated November 23, 2010 by and between Hematech, Inc., Kyowa Hakko Kirin Co., and BioDak, LLC, which agreement relates to the purchase of patents by BioDak, LLC.

**EXHIBIT D**

**SAB BIOTHERAPEUTICS, INC. STOCKHOLDERS' AGREEMENT**