

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5809277

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SELECT MILK PRODUCERS, INC.	04/29/2014
RECEIVING PARTY DATA	
Name:	FAIRLIFE, LLC
Street Address:	1001 WEST ADAMS
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60607
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16571153
CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<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:	(214) 745-5379
Email:	rchildress@winstead.com
Correspondent Name:	WINSTEAD PC
Address Line 1:	P.O. BOX 131851
Address Line 4:	DALLAS, TEXAS 75313
ATTORNEY DOCKET NUMBER:	50175-P001P1C6
NAME OF SUBMITTER:	LEKHA GOPALAKRISHNAN
SIGNATURE:	/Lekha Gopalakrishnan/
DATE SIGNED:	11/07/2019
Total Attachments: 7 source=Assignment_fairlife#page1.tif source=Assignment_fairlife#page2.tif source=Assignment_fairlife#page3.tif source=Assignment_fairlife#page4.tif source=Assignment_fairlife#page5.tif source=Assignment_fairlife#page6.tif	

PATENT AND PATENT APPLICATION ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT is entered into by and between American Dairy Ventures, Inc., a Delaware corporation, fka Fair Oaks Farms Brands, Inc. ("**American Dairy Ventures**"), Select Milk Producers, Inc., a New Mexico agricultural marketing cooperative association, with a place of business at 320 West Hermosa Drive, Artesia, New Mexico 88210 ("**Select**"), and fairlife, LLC, a Delaware limited liability company, fka Fair Oaks Farms Brands, LLC ("**Company**"). All of the foregoing are collectively the "**Parties**" and individually each is a "**Party**" to this Assignment Agreement.

WHEREAS, **Select** is the applicant and registrant and owner of record of certain patents and patent applications set forth on Appendix A to this Agreement, which is attached hereto and incorporated herein by reference (collectively, the "Assigned Patent Properties" as defined below); and

WHEREAS, **American Dairy Ventures** desires to acquire all of **Select's** right, title, and interest in and to the Assigned Patent Properties; and

WHEREAS, **Company** desires to acquire all of **American Dairy Venture's** right, title, and interest in and to the Assigned Patent Properties including the rights to file patent applications and obtain patents in all jurisdictions worldwide;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the **Parties**, **Select** does hereby sell, transfer, convey, assign, and deliver to **American Dairy Ventures** all of **Select's** right, title, and interest in and to the Assigned Patent Properties, and **American Dairy Ventures** does hereby sell, transfer, convey, assign and deliver to **Company** all of **American Dairy Ventures'** right, title, and interest in and to:

- the patents and patent applications listed in Appendix A;
- any and all patents and applications (including continuations, continuations-in-part, divisions, substitutions, reissuances, and convention applications and patents) that are entitled to the benefit of priority, or are implicated by a terminal disclaimer (related to an "obviousness-type" double patenting rejection), with respect to any of the patents or patent applications listed in Appendix A; and
- any renewals or extensions of any of the foregoing (including but not limited to any of the foregoing that may be for design patents, industrial designs, petty patents, or utility models) (collectively the "Assigned Patent Properties");

regardless of whether any such rights arise under the laws of the United States or any other state, country or jurisdiction throughout the world;

the same to be held and enjoyed by **Company** and its successors and assigns entirely as if the same would have been held and enjoyed by **Select** had this assignment not been made, and further with all rights of action, powers and benefit to the Assigned Patent Properties, due or accrued, including the right to sue for and recover in the **Company's** own name and that of its successors

and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of any infringement of the Assigned Patent Properties, and expressly including the right to sue for and recover for past infringement in the **Company's** own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of any past infringement of the Assigned Patent Properties.

From time to time, on and after the effective date of this Patent and Patent Application Assignment, **Select and American Dairy Ventures** shall, at the reasonable request and the expense of **Company**: (a) execute and deliver or cause to be delivered any documents and further instruments of assignment consistent with the present assignment, and (b) take or cause to be taken all such other actions, as may reasonably be deemed necessary or desirable in order for **Company** to obtain the full benefits of the present assignment. Such assistance and cooperation shall include, without limitation, making all rightful oaths regarding the invention or Application and executing and delivering any written instruments respecting the invention or Application, including but not limited to affidavits and powers of attorney.

Select and American Dairy Ventures represent and warrant that **Select and American Dairy Ventures** each have the full right to convey the rights, title and interest herein assigned, that **Select and American Dairy Ventures** have not and will not execute any agreement in conflict herewith, and the right, title and interest assigned herein are not encumbered by any grant, license or right heretofore given. In addition, **Select and American Dairy Ventures** shall not contest or aid in contesting the validity or ownership of any or all of the Assigned Patent Properties.

Select and American Dairy Ventures shall preserve the secrecy of the Assigned Patent Properties, the contents therein, and the invention, unless and until the United States Commissioner of Patents and Trademarks issues United States Letters Patent on the Application and/or respecting the invention.

This Patent and Patent Application Assignment shall inure to the benefit of and be binding upon the **Parties** and their respective successors and assigns.

The **Parties** authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Patent Properties to **Company**, as owner of the entire right, title and interest therein.

IN WITNESS WHEREOF, the **Parties** have executed this Patent and Patent Applications Assignment as of the later date set forth below.

For SELECT MILK PRODUCERS, INC.

By: Lance C. Miles
Name: LANCE C. MILES
Title: COO/CFO
Date: 4-29-14

For AMERICAN DAIRY VENTURES, INC.

By: Lance C. Miles
Name: LANCE C. MILES
Title: SECRETARY
Date: 4-29-14

For fairlife, LLC

By: _____
Name: _____
Title: _____
Date: _____

[THIS IS THE SIGNATURE PAGE FOR THE
PATENT AND PATENT APPLICATION ASSIGNMENT.]

For **SELECT MILK PRODUCERS, INC.**

By: _____

Name: _____

Title: _____

Date: _____

For **AMERICAN DAIRY VENTURES, INC.**

By: _____

Name: _____

Title: _____

Date: _____

For **fairlife, LLC**

By: Stephen C Jones

Name: Stephen C Jones

Title: Chief Executive Officer

Date: 4.29.14

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PATENT AND PATENT APPLICATION ASSIGNMENT.]

**APPENDIX A TO PATENT AND PATENT APPLICATION ASSIGNMENT:
ASSIGNED PATENT PROPERTIES**

Title	Country	Filing Date	Application No.	Issue / Pub Date	Pat or Pub No.
Process for Producing a Lactose-Free Milk Product	US	11/08/2004	10/513,742	11/09/2010	7,829,130
Method of Making a Dairy Composition	AR	08/27/2003	P030103091	8/31/2011	AR044739
Method of Making a Dairy Composition	US	12/18/2006	11/641,466	05/03/2007	2007-0098871
Dairy Compositions and Methods of Making	US	12-18-2006	11/641,468	07/19/2007	2007-0166447
Dairy Compositions and Methods of Making	US	08-27-2002	10/229462	01/10/2007	7,169,428
Dairy Compositions and Methods of Making	US	07-28-2013	13/952,642	11/21/2013	2013-0309353
Dairy Compositions and Methods of Making	US	07-28-2013	13/952,644	11/21/2013	2013-0309354
Dairy Compositions and Methods of Making	UY	08/27/2003	27957	TBA	TBA
Dairy Compositions and Methods of Making	AU	08/21/2003	2003258311	03/11/2010	2003258311
Dairy Compositions and Methods of Making	CA	08/21/2003	2496615	07/20/2010	2496615

Title	Country	Filing Date	Application No.	Issue / Pub Date	Pat or Pub No.
Dairy Compositions and Methods of Making	CN	08/21/2003	3824712.7	11/21/2008	3824712.7
Dairy Compositions and Methods of Making	EP	08/21/2003	3791716.8	TBA	TBA
A Method of Separating Milk Components	IN	08/21/2003	176/MUMNP/2005	08/17/2007	209047
Dairy Compositions and Methods of Making	JP	08/21/2003	2004-532936	03/05/2010	4467058
Dairy Compositions and Methods of Making	KR	08/21/2003	10-2005-7003187	TBA	TBA
Dairy Compositions and Methods of Making	MX	08/21/2003	PA/a/2005/002049	01/10/2008	253188
Dairy Compositions and Methods of Making	AU	12/18/2007	2007333729	TBA	TBA
Dairy Compositions and Methods of Making	CA	12/18/2007	2673351	TBA	TBA
Dairy Compositions and Methods of Making	CN	12/18/2007	200780051490.60	TBA	TBA
Dairy Compositions and Methods of Making	EP	12/18/2007	7869454.4	TBA	TBA
Dairy Compositions and Methods of Making	IN	12/18/2007	1173/MUMNP/2009	TBA	TBA

Title	Country	Filing Date	Application No.	Issue / Pub Date	Pat or Pub No.
Dairy Compositions and Methods of Making	JP	12/18/2007	2009-543148	TBA	TBA
Dairy Compositions and Methods of Making	KR	12/18/2007	10-2009-7014171	TBA	TBA
Dairy Compositions and Methods of Making	MX	12/18/2007	MX/a/2009/006494	11/16/2011	292224
Dairy Compositions and Methods of Making	ZA	12/18/2007	2009/04408	04/28/2010	2009/04408