

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5863379

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	2
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ISOAGE TECHNOLOGIES, LLC	08/30/2019
ISOAGE SCENIC, LLC	08/30/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KERRY LUXEMBOURG S.A.R.L.
<b>Street Address:</b>	17 RUE ANTOINE JANS
<b>City:</b>	LUXEMBOURG
<b>State/Country:</b>	LUXEMBOURG
<b>Postal Code:</b>	L-1820
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9265266
Patent Number:	9936715
Patent Number:	9936714
Patent Number:	8182858
Patent Number:	8877280
Patent Number:	9578893
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)293-7860
<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>	
<b>Phone:</b>	202-293-7060
<b>Email:</b>	cflanagan@sughrue.com, sughrue@sughrue.com
<b>Correspondent Name:</b>	SUGHRUE MION, PLLC
<b>Address Line 1:</b>	2000 PENNSYLVANIA AVENUE, NW
<b>Address Line 2:</b>	SUITE 900
<b>Address Line 4:</b>	WASHINGTON, D.C. 20006-1811
<b>ATTORNEY DOCKET NUMBER:</b>	035819
<b>NAME OF SUBMITTER:</b>	CORA FLANAGAN, SECRETARY
<b>SIGNATURE:</b>	/Cora Flanagan/

PATENT

<b>DATE SIGNED:</b>	12/12/2019
<b>Total Attachments: 14</b> source=035819REDACTEDIsoagetoKerryAssignmentUS#page1.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page2.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page3.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page4.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page5.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page6.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page7.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page8.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page9.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page10.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page11.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page12.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page13.tif source=035819REDACTEDIsoagetoKerryAssignmentUS#page14.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment”) is effective as August 30, 2019 (the “Effective Date”), by and between ISOAGE TECHNOLOGIES, LLC, a Georgia limited liability company with an address at 788 Prince Avenue, Suite 2, Athens, Georgia 30606 (“IsoAge Technologies”) and ISOAGE SCENIC, LLC, a Delaware limited liability company with an address at 788 Prince Avenue, Suite 2, Athens, Georgia 30606 (“IsoAge Scenic” and, together with IsoAge Technologies, “Assignors” and each an “Assignor”) on the one hand, and KERRY LUXEMBOURG S.À.R.L., a Luxembourg société à responsabilité limitée with an address at 17 Rue Antoine Jans, L-1820 Luxembourg (the “Assignee”) on the other hand. Capitalized terms used herein that are defined in the Asset Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Asset Purchase Agreement unless otherwise defined herein.

WHEREAS, Assignors and Assignee are, among others, parties to that certain Asset Purchase Agreement dated as of August 9, 2019 (the “Asset Purchase Agreement”);

WHEREAS, Assignors are the owners of, or purport to own, in whole or in part, the Seller Intellectual Property, including but not limited to the issued patents, patent applications, trademark registrations, trademark applications and domain names listed on Schedules A, B and C; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to transfer and assign all of their right, title and interest in and to all Seller Intellectual Property to Assignee, free and clear of any Liens, except Permitted Liens, and Assignee has agreed to accept such transfer and assignment as set forth in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Assignors hereby sell, assign, transfer, convey and deliver to Assignee, free and clear of any Liens, except Permitted Liens, and Assignee purchases, acquires and accepts from Assignors, all of Assignors’ right, title and interest in and to (i) the Seller Intellectual Property, including but not limited to the issued patents, patent applications, trademark registrations, trademark applications and domain names listed on Schedules A, B and C, along with all goodwill related thereto and all income, royalties, damages and payments due or payable as of the Closing Date or thereafter with respect thereto (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that now or hereafter may be secured throughout the world), and (ii) the WTI Settlement Agreement, both in their capacity as a party to the WTI Settlement Agreement and as assignees of Triad pursuant to the Triad Pre-Closing Assignment.

2. Recordation. Assignors hereby request, as applicable, the U.S. Patent and Trademark Office and the patent and trademark offices of any other jurisdictions covered by the Seller Intellectual Property to record this Assignment and to issue all registrations and renewals for the Seller Intellectual Property to Assignee in accordance with the terms of this Assignment.

3. Further Assurances. From time to time after the date hereof, upon the reasonable request of any party hereto, the other party or parties hereto shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as the requesting party may reasonably request, in order to fully effectuate the purposes, terms and conditions hereof.

4. Asset Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Asset Purchase Agreement. This Assignment shall, in all respects, be construed so that none of the Assumed Liabilities shall be expanded, increased, broadened or enlarged, solely as a result of the execution of this Assignment, as to rights or remedies that third parties would have had against Assignee or Assignors had this Assignment not been executed and delivered. If the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes.

6. Effectiveness. This Assignment will be effective as of 11:59 p.m. Central Time on the Effective Date.

7. Benefit; Assignment. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignors and their respective successors and permitted assigns.

8. Amendment. No amendment, supplement, modification, waiver or termination of this Assignment or any provision hereof shall be binding unless executed in writing by the party to be bound thereby.

9. Headings. The headings set forth in this Assignment are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Assignment.

10. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the substantive Laws of the State of Delaware, without reference to its choice of law rules or to the choice of law rules of any other jurisdiction.

\* \* \* \* \*

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

**ASSIGNORS:**

**ISOAGE TECHNOLOGIES, LLC**

By: Richard S. Hull  
Name: Richard S. Hull  
Title: President & CEO  
Date: 8/28/19

**ISOAGE SCENIC, LLC**

By: Richard S. Hull  
Name: Richard S. Hull  
Title: President & CEO  
Date: 8/28/19

**ASSIGNEE:**

**KERRY LUXEMBOURG S.À R.L.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(Signature Page – IP Assignment Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

**ASSIGNORS:**

**ISOAGE TECHNOLOGIES, LLC**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

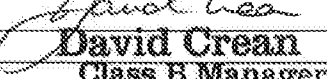
**ISOAGE SCENIC, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ASSIGNEE:**

**KERRY LUXEMBOURG S.À R.L.**

By:   
Name: **Tom Murphy**  
Title: **Class A Manager**  
Date: \_\_\_\_\_

By:   
Name: **David Crean**  
Title: **Class B Manager**  
Date: \_\_\_\_\_

(Signature Page -- IP Assignment Agreement)

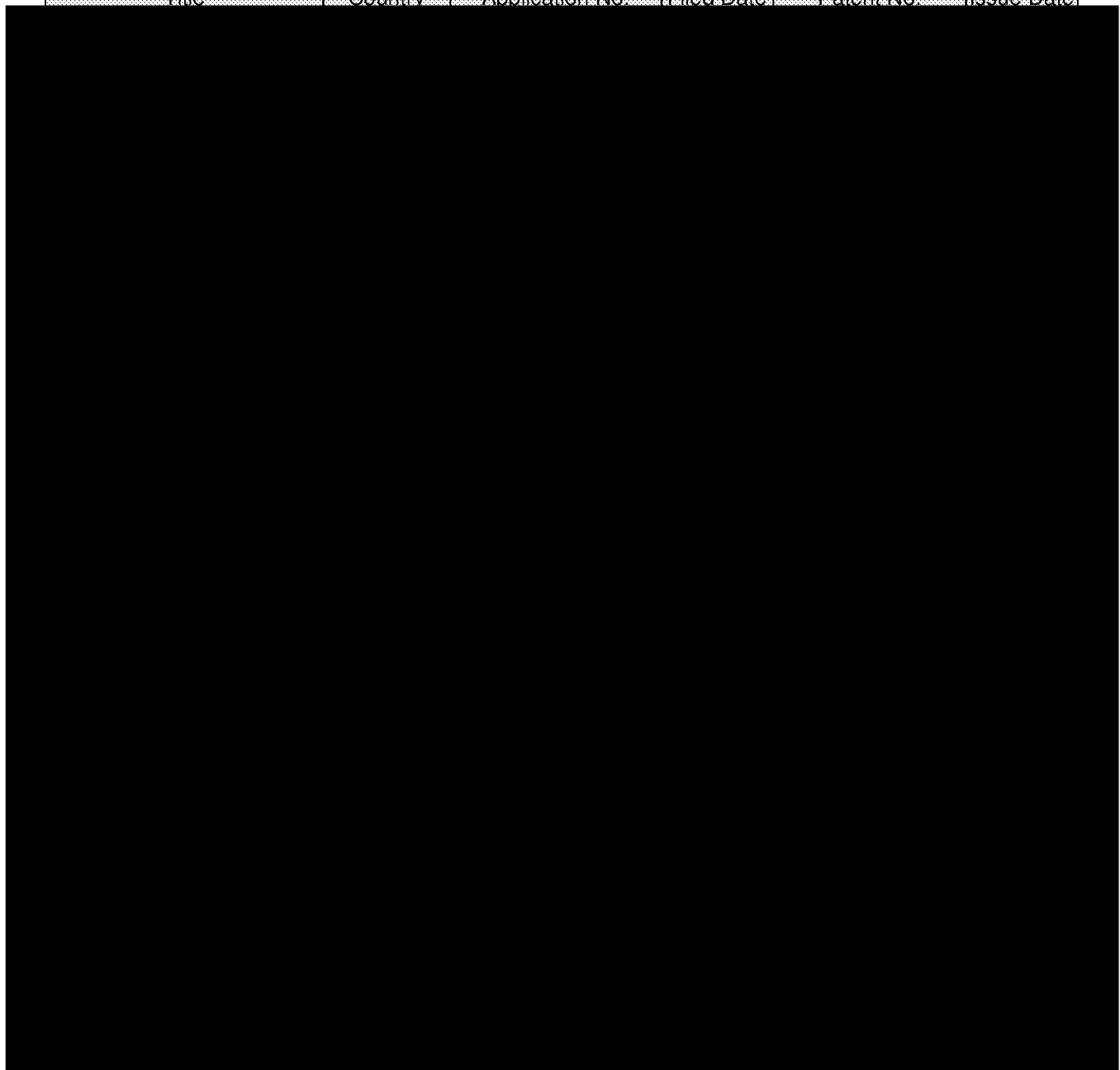
**Exhibit A**

**Issued Patents and Patent Applications**

Title	Country	Application No.	Filed Date	Patent No.	Issue Date
BUFFERED VINEGAR PRODUCTS WITH REDUCED COLOR, ODOR, AND FLAVOR AND METHODS OF PRODUCING THE SAME	US	16/280,989	02/20/2019		
BUFFERED VINEGAR PRODUCTS WITH REDUCED COLOR, ODOR, AND FLAVOR AND METHODS OF PRODUCING THE SAME	PCT	PCT/US2019/018837	02/20/2019		
COMPOSITIONS AND METHODS FOR ACCELERATING PENETRATION OF ANTIMICROBIAL AGENTS THROUGH MICROBIAL CELL WALL AND KILLING PATHOGENIC MICROORGANISMS IN FOOD PRODUCT	US	13/770,705	02/19/2013	9,265,266	02/23/2016



Title	Country	Application No.	Filed Date	Patent No.	Issue Date
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COMPOSITIONS AND METHODS FOR ACCELERATING PENETRATION OF ANTIMICROBIAL AGENTS THROUGH MICROBIAL CELL WALL AND KILLING PATHOGENIC MICROORGANISMS IN	US	15/049,724	02/22/2016	9,936,715	04/10/2018
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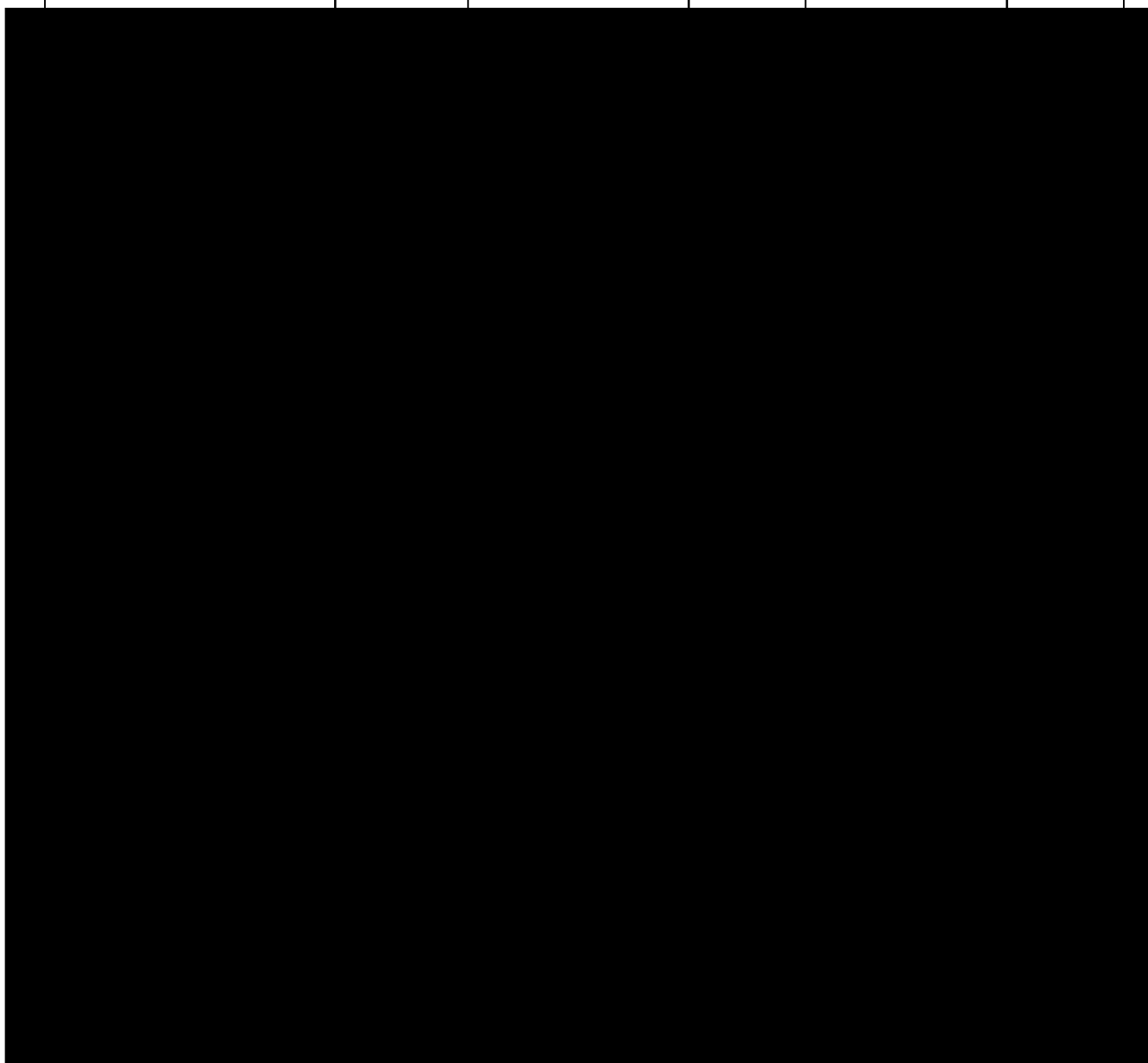
NY 77758019v2  
NY 77771478v1

Title	Country	Application No.	Filed Date	Patent No.	Issue Date
FOOD PRODUCT					
COMPOSITIONS FOR RETARDING RANCIDITY IN OIL-BASED FOOD SAUCES AND DRESSINGS	US	16/281,016	02/20/2019		
COMPOSITIONS FOR RETARDING RANCIDITY IN OIL-BASED FOOD SAUCES AND DRESSINGS	PCT	PCT/US2019/018840	02/20/2019		
FORMULATIONS FOR STABILIZING MOISTURE IN MUSCLE FOODS	US	14/464,566	08/20/2014	9,936,714	04/10/2018

Title	Country	Application No.	Filed Date	Patent No.	Issue Date
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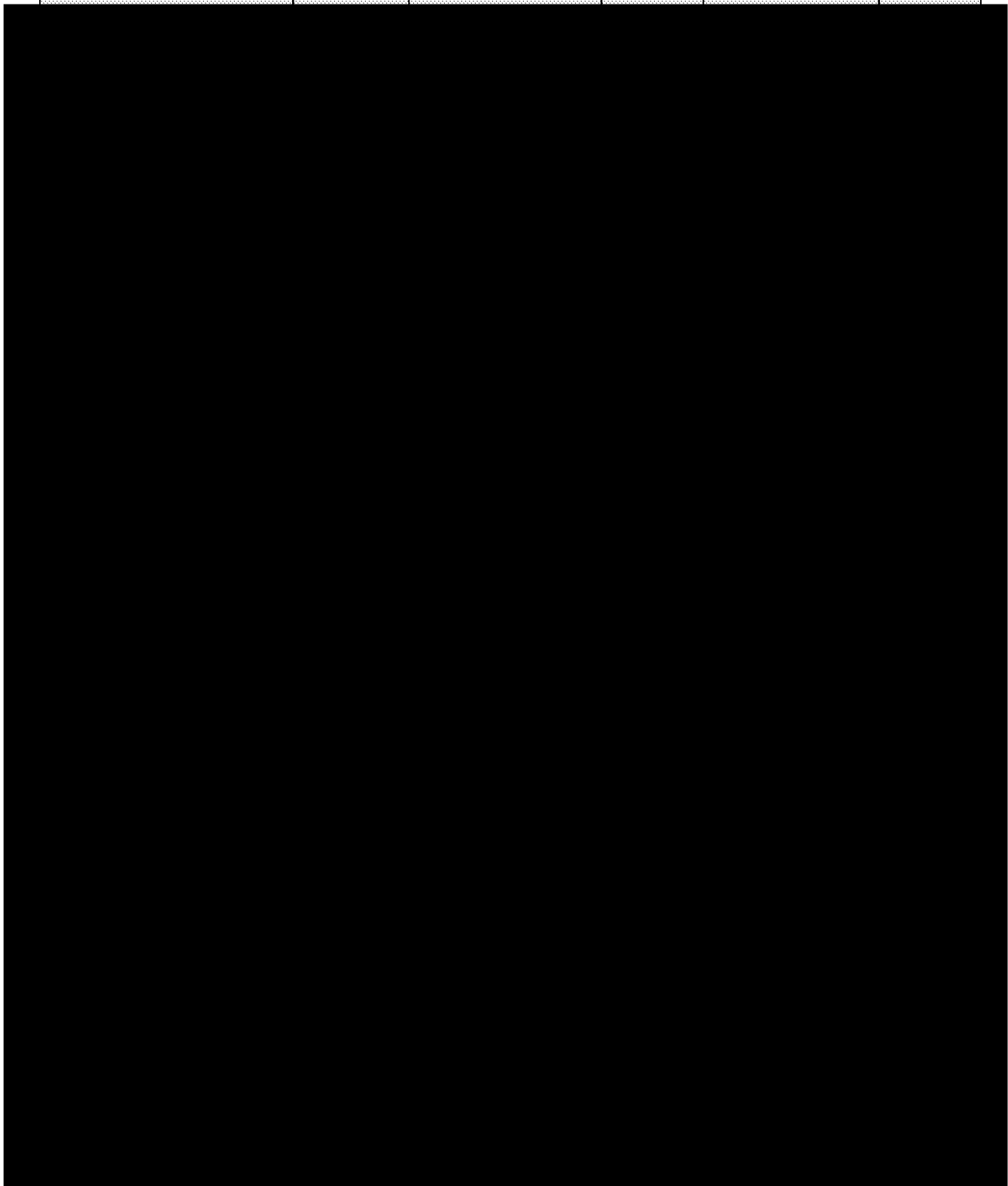


PROCESS FOR PRODUCING STABLE HOMOGENEOUS DISPERSIONS OF IMMISCIBLE FLUIDS	US	62/728,949	09/10/2018		
COMPOSITIONS FOR IMPROVING FLAVOR AND SAFETY OF MARINATED MEAT PRODUCTS	US	11/516,041	09/06/2006	8,182,858	05/22/2012



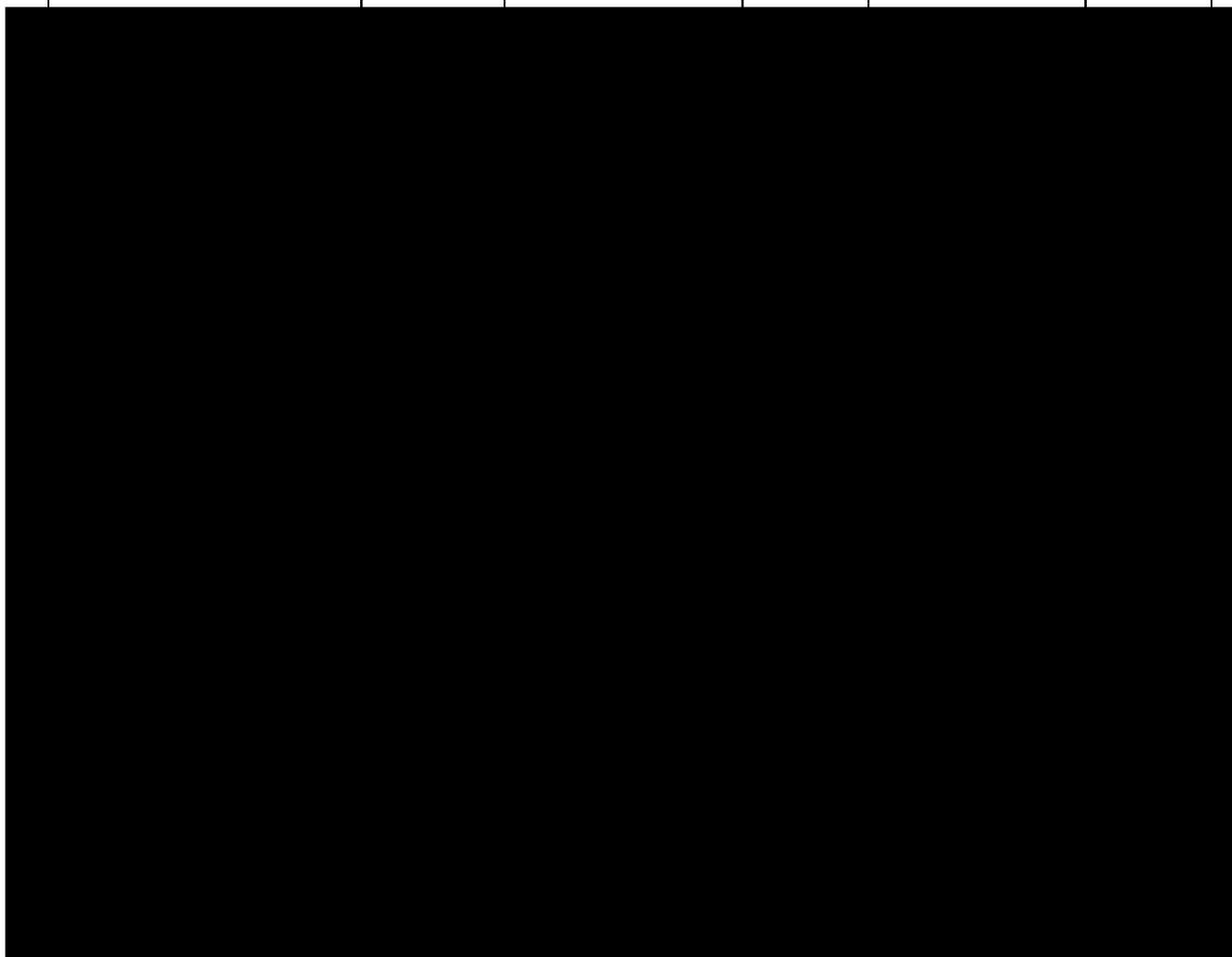
NY 77758019v2  
NY 77771478v1

Title	Country	Application No.	Filed Date	Patent No.	Issue Date
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NY 77758019v2  
NY 77771478v1

Title	Country	Application No.	Filed Date	Patent No.	Issue Date
COMPOSITIONS FOR IMPROVING FLAVOR AND SAFETY OF MARINATED MEAT PRODUCTS	US	13/450,203	07/15/2011	8,877,280	11/04/2014
COMPOSITIONS FOR IMPROVING FLAVOR AND SAFETY OF MARINATED MEAT PRODUCTS	US	90/012,387	08/02/2012	8,182,858 C1	02/28/2013



COMPOSITIONS FOR IMPROVING FLAVOR AND SAFETY OF MARINATED MEAT PRODUCTS	US	14/527,336	10/29/2014	9,578,893	02/28/2017
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Title	Country	Application No.	Filed Date	Patent No.	Issue Date

**Exhibit B**

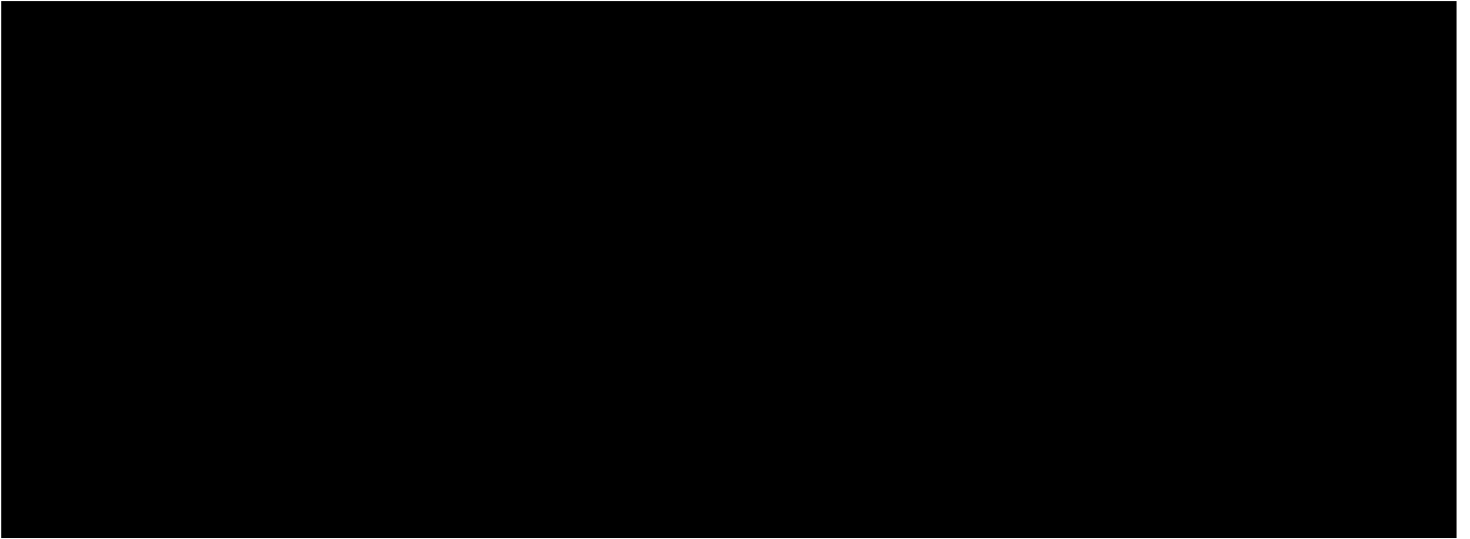


Exhibit C



NY 77758019v2  
NY 77771478v1