

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5880812

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ENVIROFLIGHT, LLC	02/24/2016
RECEIVING PARTY DATA		
Name:	INTREXON EF HOLDINGS, INC.	
Street Address:	20374 SENECA MEADOWS PARKWAY	
City:	GERMANTOWN	
State/Country:	MARYLAND	
Postal Code:	20876	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8733284
CORRESPONDENCE DATA		
Fax Number:	(937)443-6635	
<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:	ipdocket@thompsonhine.com	
Correspondent Name:	THOMPSON HINE	
Address Line 1:	10050 INNOVATION DRIVE	
Address Line 2:	SUITE 400	
Address Line 4:	MIAMISBURG, OHIO 45342-4934	
ATTORNEY DOCKET NUMBER:	094531.00014	
NAME OF SUBMITTER:	ASHLEY L. PECORA	
SIGNATURE:	/Ashley L. Pecora/	
DATE SIGNED:	12/21/2019	
Total Attachments: 6		
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ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS (this “**Assignment**”), is made and entered into on February 24, 2016 (the “**Closing Date**”), by and between EnviroFlight, LLC, an Ohio limited liability company (“**Assignor**”), and Intrexon EF Holdings, Inc., a Delaware corporation (“**Assignee**”), pursuant to that certain Asset Purchase Agreement, dated as of the Closing Date (the “**Purchase Agreement**”), by and among Parent, Assignee and Assignor. Capitalized terms used but not defined elsewhere in the text of this Assignment have the respective meanings set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of all right, title and interest in and to the patent set forth on **Schedule A** hereto, and in and to all inventions and discoveries claimed or otherwise disclosed in said patent; and,

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all of Assignor’s worldwide right, title and interest in and to the patent set forth on **Schedule A** hereto, all inventions and discoveries claimed or otherwise disclosed in said patent, and other rights, titles and interests as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title and interest (a) in and to the patent set forth on **Schedule A** hereto (hereinafter, the “**Patent**”), together with any and all reissues, reexaminations, registrations, revalidations, additions, supplementary certificates of correction, renewals and extensions thereof or therefor, (b) in and to all inventions and discoveries claimed or otherwise disclosed in the Patent (hereinafter, the “**Inventions**”), (c) in and to any and all patent applications, including, without limitation, utility patent applications, design patent applications, provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutions, applications for industrial property protection, utility models, inventors’ certificates and industrial designs, which have been or may be filed in the United States, internationally or in any foreign country(ies), for or in connection with the Patent and/or the Inventions, and all patents issuing therefrom in the United States and in any foreign country(ies), including, without limitation, any and all reissues, reexaminations, registrations, revalidations, additions, supplementary certificates of correction, renewals and extensions thereof or therefor, and (d) to file, prosecute and receive, exclusively and directly in the name of Assignee, each of the patent applications, patents, and other patent-related filings set forth in clauses (a) through (c) (inclusive) of this **Section 1**, under the United States patent laws, the patent laws of any foreign country(ies), the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or any other international agreement, treaty, law or convention, or the domestic laws of the country in which any such application is filed or patent has issued, as may be applicable (all of the rights, titles and interests set forth in clauses (a) through (d) (inclusive) of this **Section 1**, collectively hereinafter the “**Assigned Patent Rights**”).

2. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title and interest to sue or to bring any action or to assert any claim, whether at law or in equity, against any person(s) or entity(ies) in connection with any of the Assigned Patent Rights, including without limitation for past, present or future infringement, misappropriation, violation, or other unauthorized use thereof, and to obtain injunctive relief and to recover or collect any and all royalties, damages and profits therefor.

3. All Assigned Patent Rights are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made. Assignor will do, and will cause to be done, all acts reasonably serving to assure that the Assigned Patent Rights shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been executed. Without limiting the generality of the foregoing, Assignor shall execute and deliver, and shall cause to be executed and delivered, to Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and in substance which may be requested by Assignee, and shall furnish to Assignee all facts relating to the Assigned Patent Rights or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure or reduction to practice of any of the Assigned Patent Rights, and shall testify in any proceedings relating to any such Assigned Patent Rights, in each case in connection with the prosecution, enforcement or defense of any of the Assigned Patent Rights.

4. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, coupled with an interest, to act for and in its behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to register, evidence or perfect Assignee's rights under this Assignment (or under the Purchase Agreement, to the extent related to the Assigned Patent Rights), with the same legal force and effect as if executed by Assignor or any of its successors, legal representatives or assigns.

5. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any official of any country, including without limitation in the United States and in countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on any applications described herein, to issue the same to the Assignee in accordance with the terms of this Assignment.

6. Assignor hereby agrees to prepare, execute and deliver, or to cause to be prepared, executed and delivered, to Assignee such deeds, bills of sale, instruments of assumption, assignments, instruments of recordation, and other instruments, and take such other actions, in addition to those required by this Assignment, as Assignee may reasonably request in order to effect the intent and purposes of this Assignment (including without limitation the implementation and recordation of the transactions as contemplated by this Assignment).

7. This Assignment is subject to all of the representations, warranties, covenants, agreements, exclusions, indemnities and other provisions set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

8. Modifications and amendments to this Assignment, including any schedule, exhibit or appendix hereto, shall be enforceable only if in writing and signed by authorized representatives of the parties. If any provision of this Assignment is declared void or unenforceable by a court of competent jurisdiction, such provision shall be modified to be enforceable in a manner that reflects the intent of the parties as set forth herein, and the other provisions of this Assignment shall remain in full force and effect. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties. This Assignment, including the rights and obligations hereunder, are freely assignable by Assignee in whole or in part. This Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

9. This Assignment shall be governed by, enforced and interpreted in accordance with the laws of the State of Delaware, without regard for the conflicts of laws principles thereof.

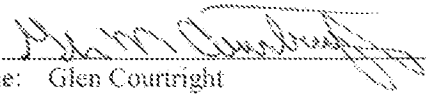
10. This Assignment may be executed in as many counterparts as there are parties to the Assignment (including by facsimile or other electronic transmission), all of which counterparts shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Patent Rights to be executed by their duly authorized representatives as of the Closing Date.

ASSIGNOR

ENVIROFLIGHT, LLC

By: 
Name: Glen Courtright
Title: President

ASSIGNEE

INTREXON EF HOLDINGS, INC.

By: _____
Name: Donald P. Lehr
Title: President

[Signature Page to Assignment of Patent Rights]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Patent Rights to be executed by their duly authorized representatives as of the Closing Date.

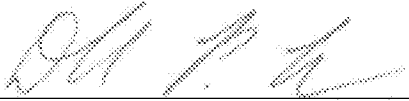
ASSIGNOR

ENVIROFLIGHT, LLC

By: _____
Name: Glen Courtright
Title: President

ASSIGNEE

INTREXON EF HOLDINGS, INC.

By:  _____
Name: Donald P. Lehr
Title: President

SCHEDULE A

Patent

Patent No.	Title	Date of Issuance
8,733,284	Method and Apparatus for Breeding Flying Insects	May 27, 2014

[Schedule A to Assignment of Patent Rights]