

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6047338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTERFACE BIOLOGICS, INC.	03/19/2020
RECEIVING PARTY DATA	
Name:	EVONIK CANADA INC.
Street Address:	3380 SOUTH SERVICE ROAD
City:	BURLINGTON
State/Country:	CANADA
Postal Code:	ON L7N3J5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15536722
CORRESPONDENCE DATA	
Fax Number:	(973)929-8839
<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:	9739298833
Email:	ipm-na@evonik.com
Correspondent Name:	EVONIK CORPORATION
Address Line 1:	299 JEFFERSON ROAD
Address Line 4:	PARSIPPANY, NEW JERSEY 07054
ATTORNEY DOCKET NUMBER:	2014P21004WOUS
NAME OF SUBMITTER:	LINDA S. LI
SIGNATURE:	/Linda S. Li/
DATE SIGNED:	04/06/2020
Total Attachments: 2	
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source=IB_Assignment_15536722_April2020#page2.tif	

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made and entered into as of this 19th day of March, 2020, by and between Interface Biologics, Inc., an Ontario corporation having an address at MaRS Centre, South Tower, 101 College Street, Suite 300, Toronto, Ontario, M5G 1L7 ("Assignor") and Evonik Canada Inc., an Alberta corporation having an address at 3380 South Service Rd., Burlington, Ontario, L7N 3J6 ("Assignee")

WHEREAS the Assignor and the Assignee entered into an Asset Purchase and License Agreement (the "APA") dated July 30, 2019 pursuant to which the Assignor agreed to sell, transfer and assign to the Assignee the Acquired Assets, including all Acquired Patents (as those terms are defined in the APA);

AND WHEREAS, the following patent, being:

Title	Serial No./Patent No.
ESTER-LINKED SURFACE MODIFYING MACROMOLECULES	U.S. Application No. 15/536,722 U.S. Publication No. 2017/0369646

(the "722 Patent") forms part of the Acquired Patents but was inadvertently excluded from the list of Acquired Patents set forth on Schedule 1.1.6 of the APA and from the Patent Assignment dated July 30, 2019 (the "Original Assignment") entered into pursuant to the APA; and

AND WHEREAS, the Assignor and Assignee wish to enter into this Assignment Agreement to confirm that the 722 Patent was intended to be, and is, included in the Acquired Patents and to evidence the assignment of the 722 Patent by the Assignor to the Assignee.

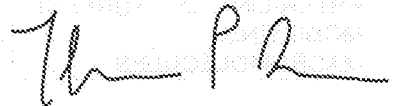
NOW THEREFORE in consideration of the amounts paid by the Assignee to the Assignor pursuant to the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor acknowledges and agrees that the 722 Patent is included in the Acquired Patents.
2. The Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the 722 Patent, for Canada, the United States and for all other countries, including, without limitation, all corresponding rights that are or may be secured under the laws of Canada, the United States or any other country or under international conventions and treaties, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable with respect thereto retroactive to July 30, 2019 and thereafter, all causes of action (either in law or in equity) relating thereto, and the right to sue, counterclaim, and recover damages for past, present or future infringement or other unauthorized use of the 722 Patent.
3. The Assignor hereby requests the Commissioner of Patents, and the corresponding entities or agencies in any other applicable countries, to record Assignee as the assignee and owner of the 722 Patent.
4. All capitalized terms used in this Assignment Agreement and not otherwise defined shall have the meaning given to them in the APA. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the APA, the APA will govern.

5. This Assignment and any dispute arising out of or relating to or in connection with this Assignment shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the Federal laws of Canada applicable therein, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
6. This Assignment may be executed in one or more counterparts, and by each of the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same original instrument.
7. Delivery of an executed counterpart of a signature page to this Assignment by electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

INTERFACE BIOLOGICS, INC.

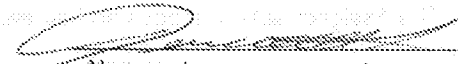
Per: 

Name: Thomas P Reeves
 Title: President & CEO

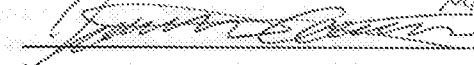
Witness: 

Name: Defne Garner

EVONIK CANADA INC.

Per: 

Name: Jeannette Ho
 Title: Sr Director, Head of Surface Modification

Witness: 

Name: Jonathan Albrecht

Per: _____

Name:
 Title:

Witness: _____

Name: