

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| TIMOTHY SMITH | 01/14/2020 |
| IAN GRANT | 01/14/2020 |
| GUY ORAM | 01/14/2020 |
| CHASE MCROBIE | 01/13/2020 |
| RAELYN DANIELS | 01/13/2020 |
| TAYLOR PLANT | 01/13/2020 |
| RECEIVING PARTY DATA | |
| Name: | OCTANE BIOTECH INC. |
| Street Address: | 369 DALTON AVENUE |
| City: | KINGSTON, ONTARIO |
| State/Country: | CANADA |
| Postal Code: | K7K 6Z1 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16719306 |
| CORRESPONDENCE DATA | |
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| NAME OF SUBMITTER: | JEFFREY K. MILLS |
| SIGNATURE: | /Jeffrey K. Mills, Reg. No. 56,413/ |
| DATE SIGNED: | 04/28/2020 |

Total Attachments: 2

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ASSIGNMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned inventors **Timothy SMITH, Ian GRANT, Guy ORAM, Chase MCROBIE, Raelyn DANIELS and Taylor PLANT** (the Assignors) hereby sells and assigns to **OCTANE BIOTECH INC.**, (the Assignee), a corporation having a principle place of business at 369 Dalton Avenue, Kingston, Ontario K7K 6Z1 Canada, their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **CAROUSEL FOR MODULAR BIOLOGIC PRODUCTION UNITS** for which nonprovisional application for patent in the United States of America was filed on **December 18, 2019**, also known as United States Application No. **16/719,306**, in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent applications listed above in part (a), including non-provisional applications, international applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions and discoveries described in the patent applications listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor hereby declares that the above-identified application was made or authorized to be made by the undersigned inventor. The undersigned inventor hereby declares that the undersigned inventor believes himself or herself to be the original inventor or an original joint inventor of a claimed invention in the application. The undersigned inventor hereby acknowledges that any willful false statement made in the preceding declarations is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

The undersigned inventor agrees to execute all papers necessary in connection with the applications and any non-provisional, international, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to


execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

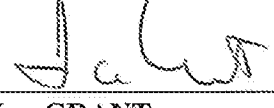
The undersigned inventor agrees to execute all papers necessary in connection with any derivation or patent enforcement action (judicial or otherwise) related to the applications or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

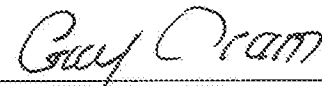
The undersigned inventor hereby represents that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict therewith.

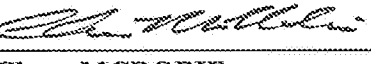
The undersigned inventor hereby grants the attorneys associated with Customer Number 56719 power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.


IN WITNESS WHEREOF, executed by the undersigned inventor on the date opposite his name.

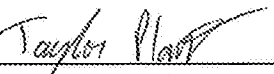
Date: 2020/01/14 Signature of Inventor: 
Timothy SMITH

Date: 2020/01/14 Signature of Inventor: 
Ian GRANT

Date: 2020/01/14 Signature of Inventor: 
Guy ORAM

Date: 2020/01/13 Signature of Inventor: 
Chase MCROBIE

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Taylor PLANT