

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6513817

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|---|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSET PURCHASE AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | | | Execution Date |
| TRANSPOSAGEN BIOPHARMACEUTICALS, INC. | | | 11/27/2018 |
| RECEIVING PARTY DATA | | | |
| Name: | HERA TESTING LABORATORIES, INC. | | |
| Street Address: | 2277 THUNDERSTICK DRIVE, SUITE 500 | | |
| City: | LEXINGTON | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 40505 | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | | |
| Application Number: | 13391307 | | |
| Application Number: | 15810272 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)842-7899 | | |
| <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: | (202) 842-7800 | | |
| Email: | lharveyjones@cooley.com, z/IPPatentDocketingMailboxUS@Cooley.com | | |
| Correspondent Name: | COOLEY LLP | | |
| Address Line 1: | 1299 PENNSYLVANIA AVE., N.W., SUITE 700 | | |
| Address Line 2: | ATTN: PATENT DEPARTMENT | | |
| Address Line 4: | WASHINGTON, D.C. 20004 | | |
| ATTORNEY DOCKET NUMBER: | HRBI-003/01&03US 334089 | | |
| NAME OF SUBMITTER: | MEERA GOVINDARAGHAVAN | | |
| SIGNATURE: | /Meera Govindaraghavan/ | | |
| DATE SIGNED: | 01/25/2021 | | |
| Total Attachments: 25 | | | |
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ASSET PURCHASE AGREEMENT

By and among

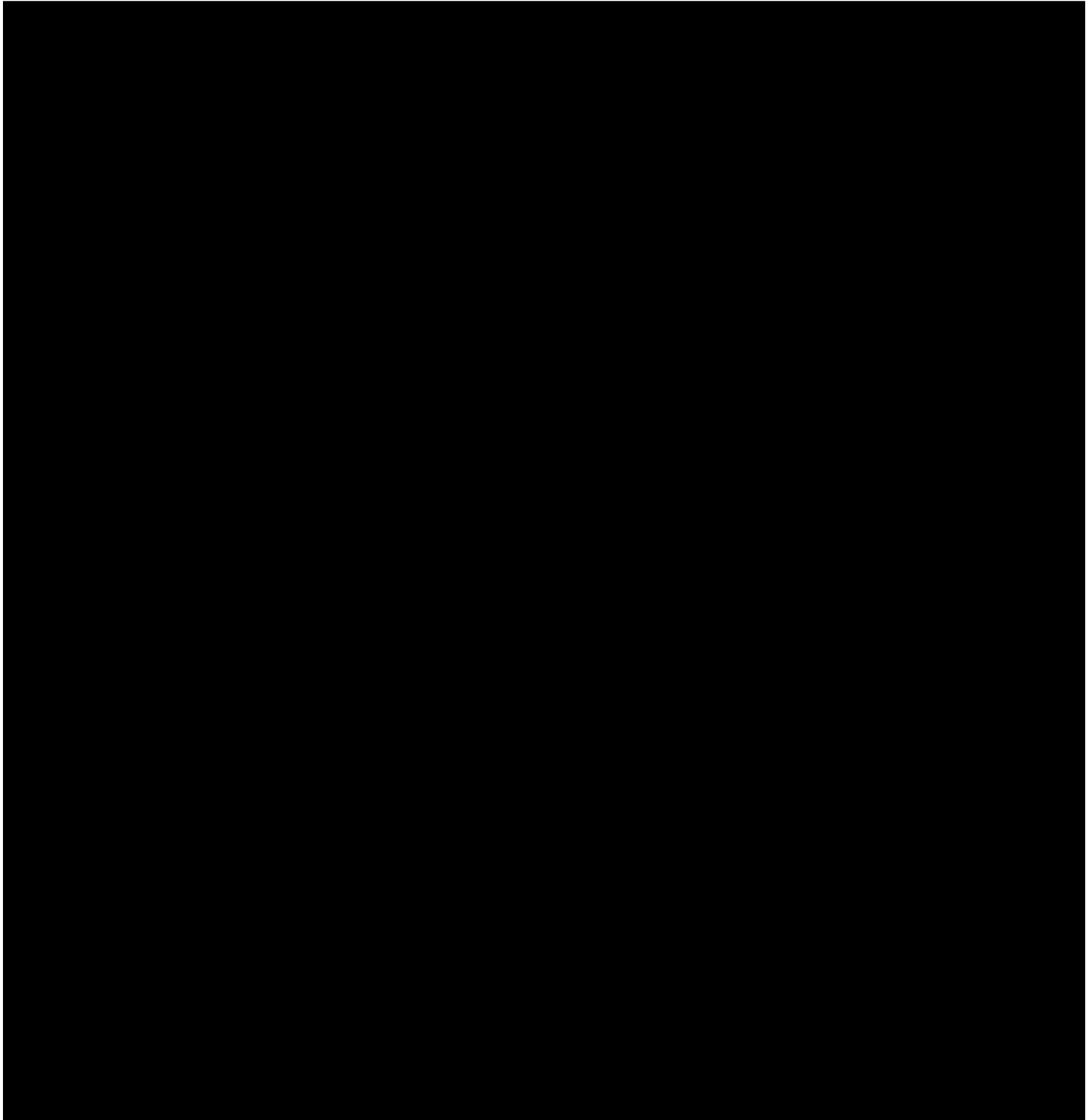
Transposagen Biopharmaceuticals, Inc.,

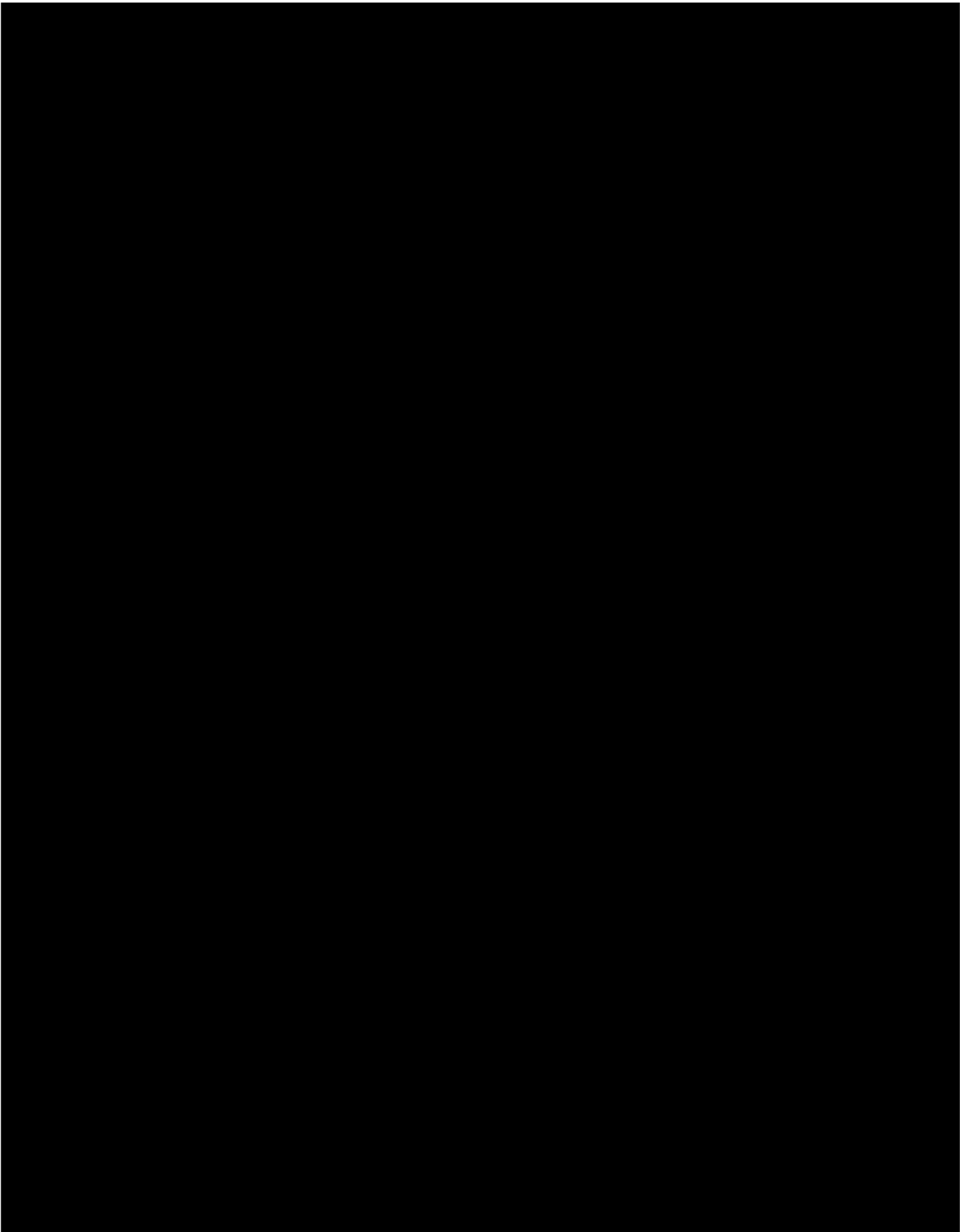
and

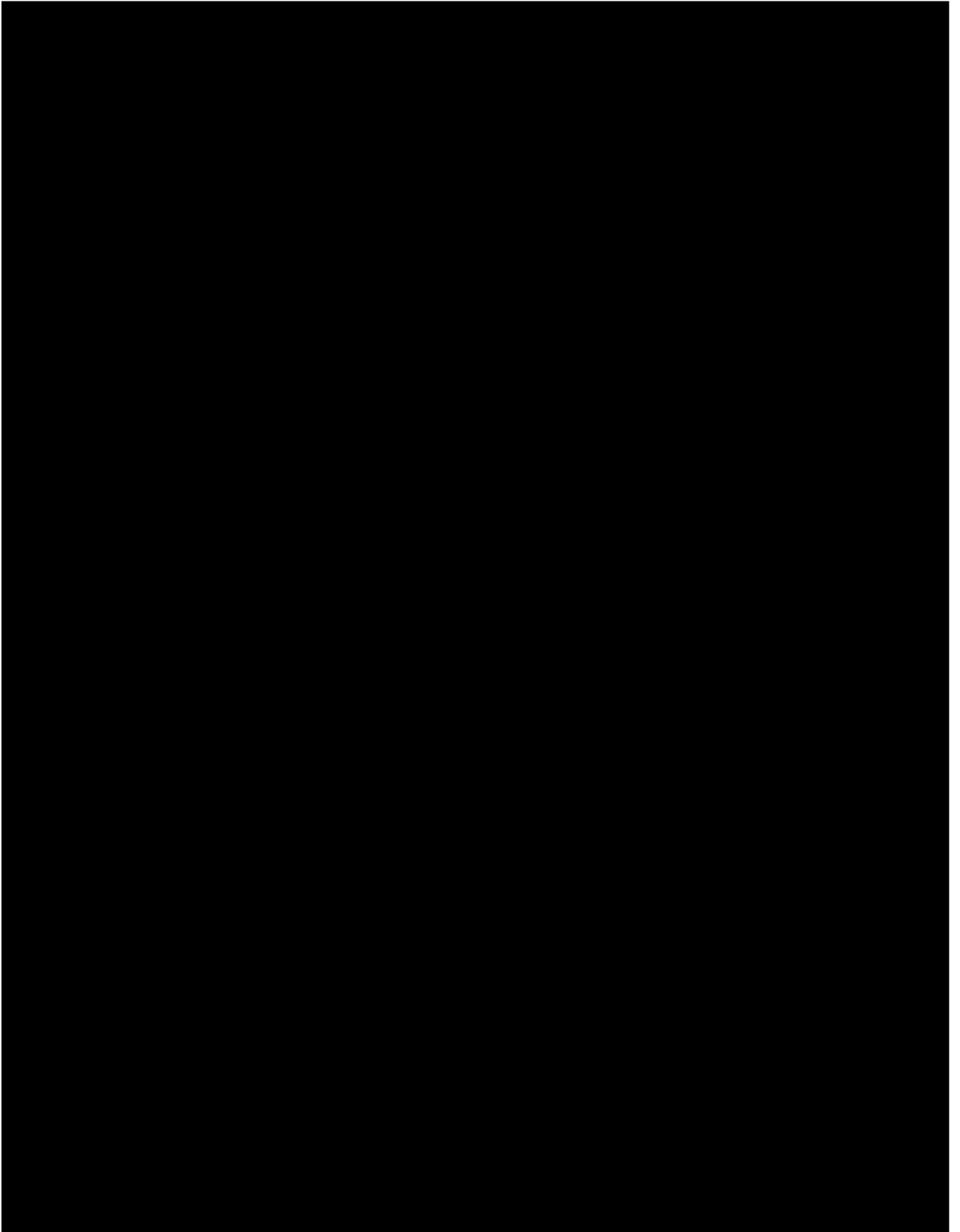
Hera Testing Laboratories, Inc.

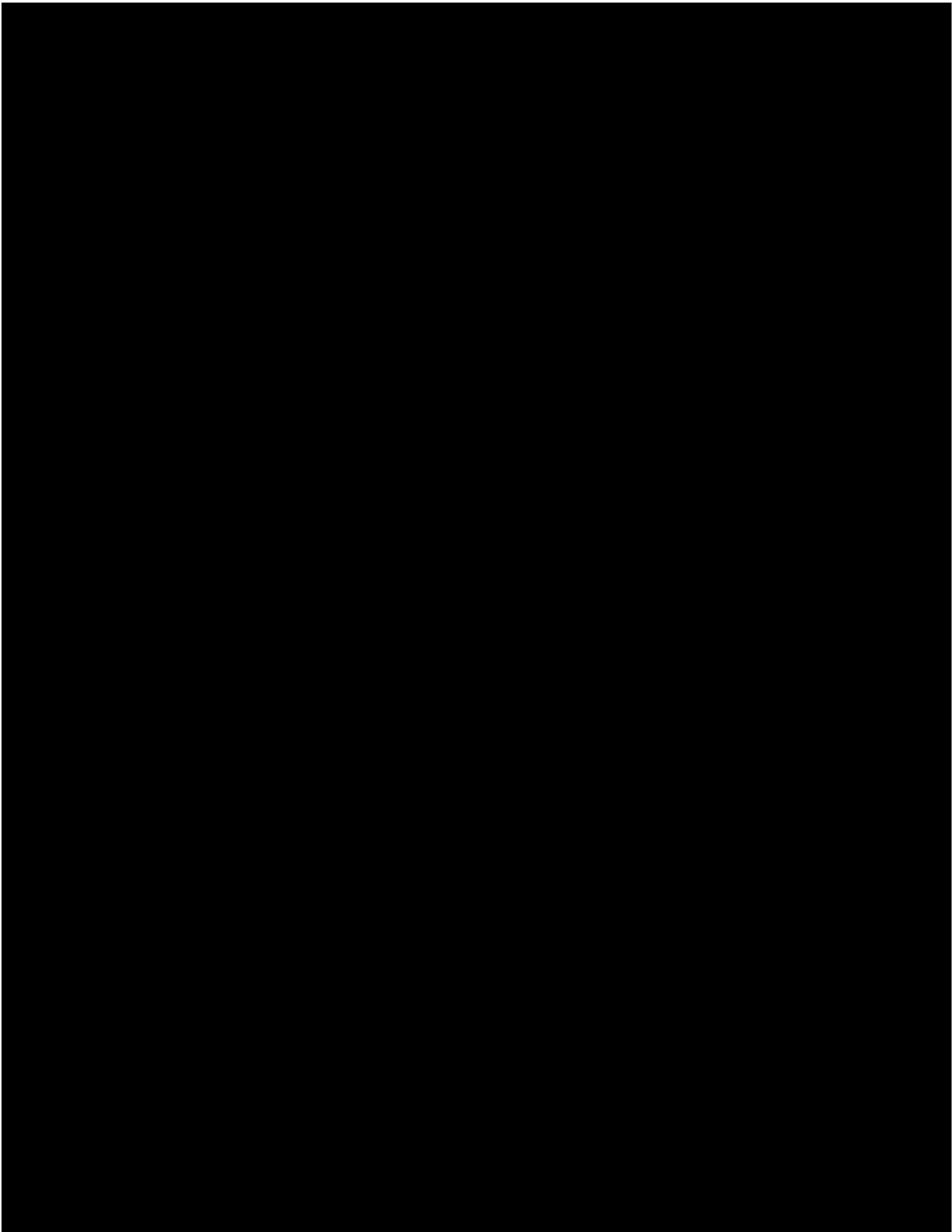
Dated as of November 27, 2018

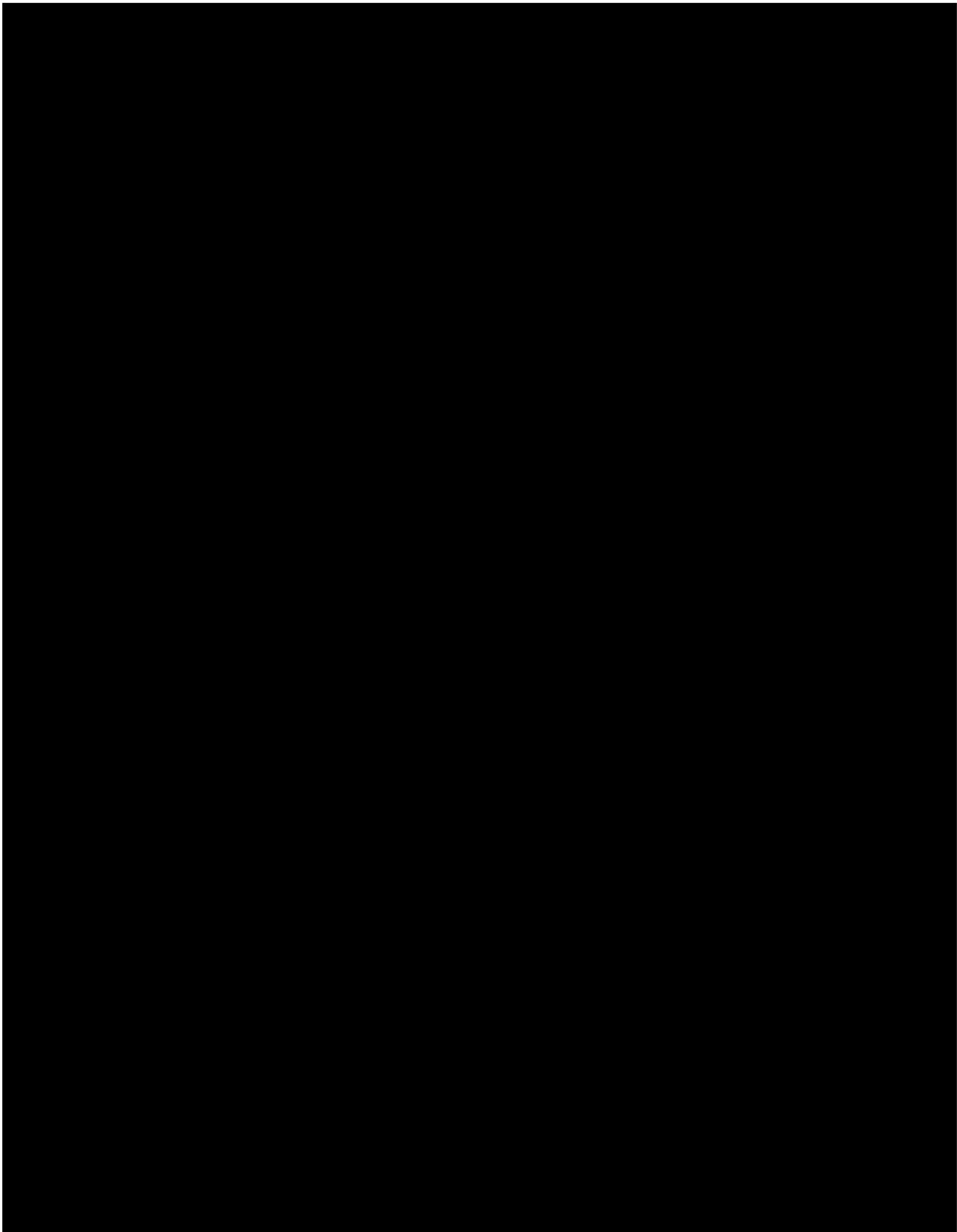
This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is made and executed as of November 27, 2018 (the “**Effective Date**”), by and among Transposagen Biopharmaceuticals, Inc., a Delaware corporation (“**Seller**”) and Hera Testing Laboratories, Inc., a Delaware corporation (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”









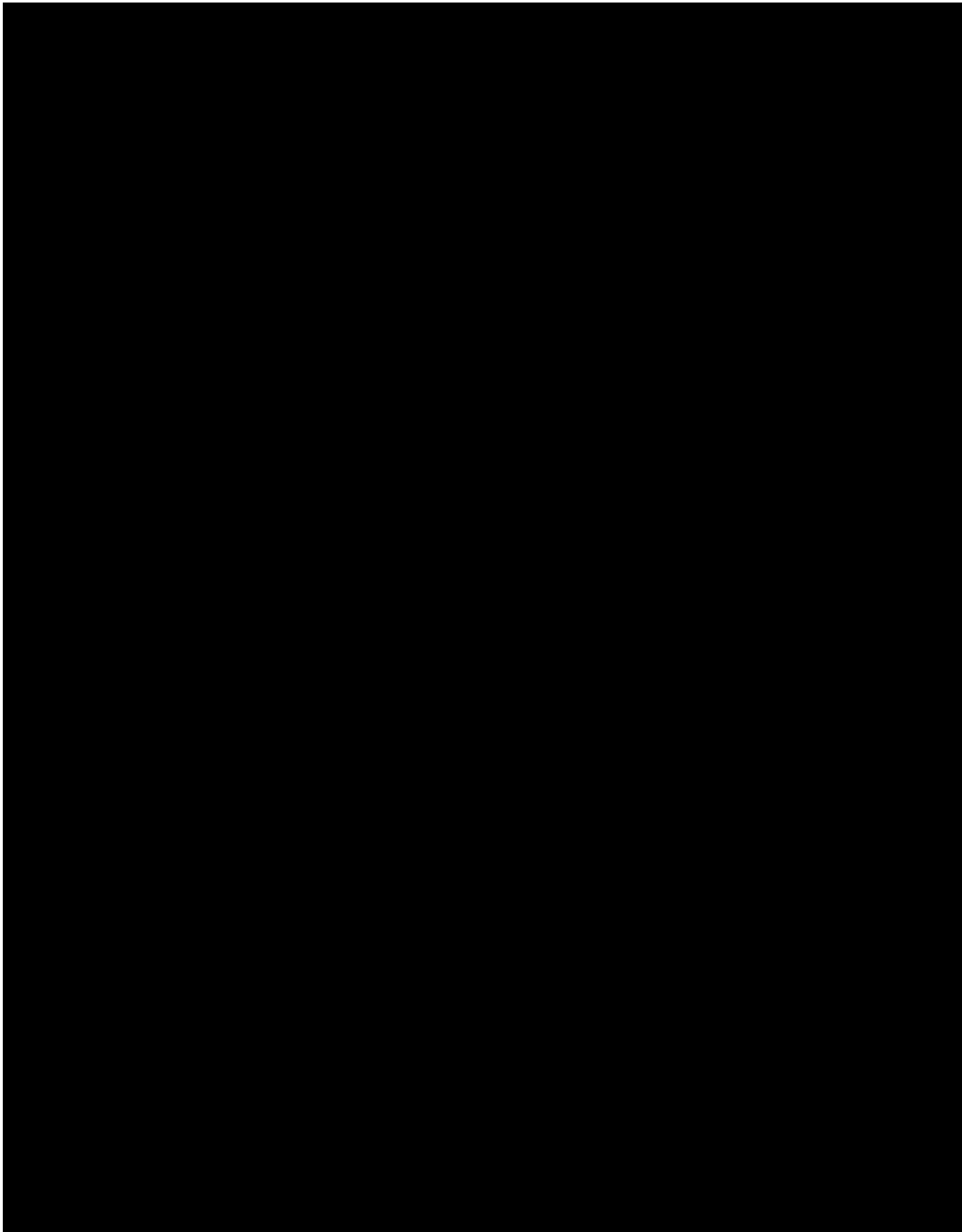


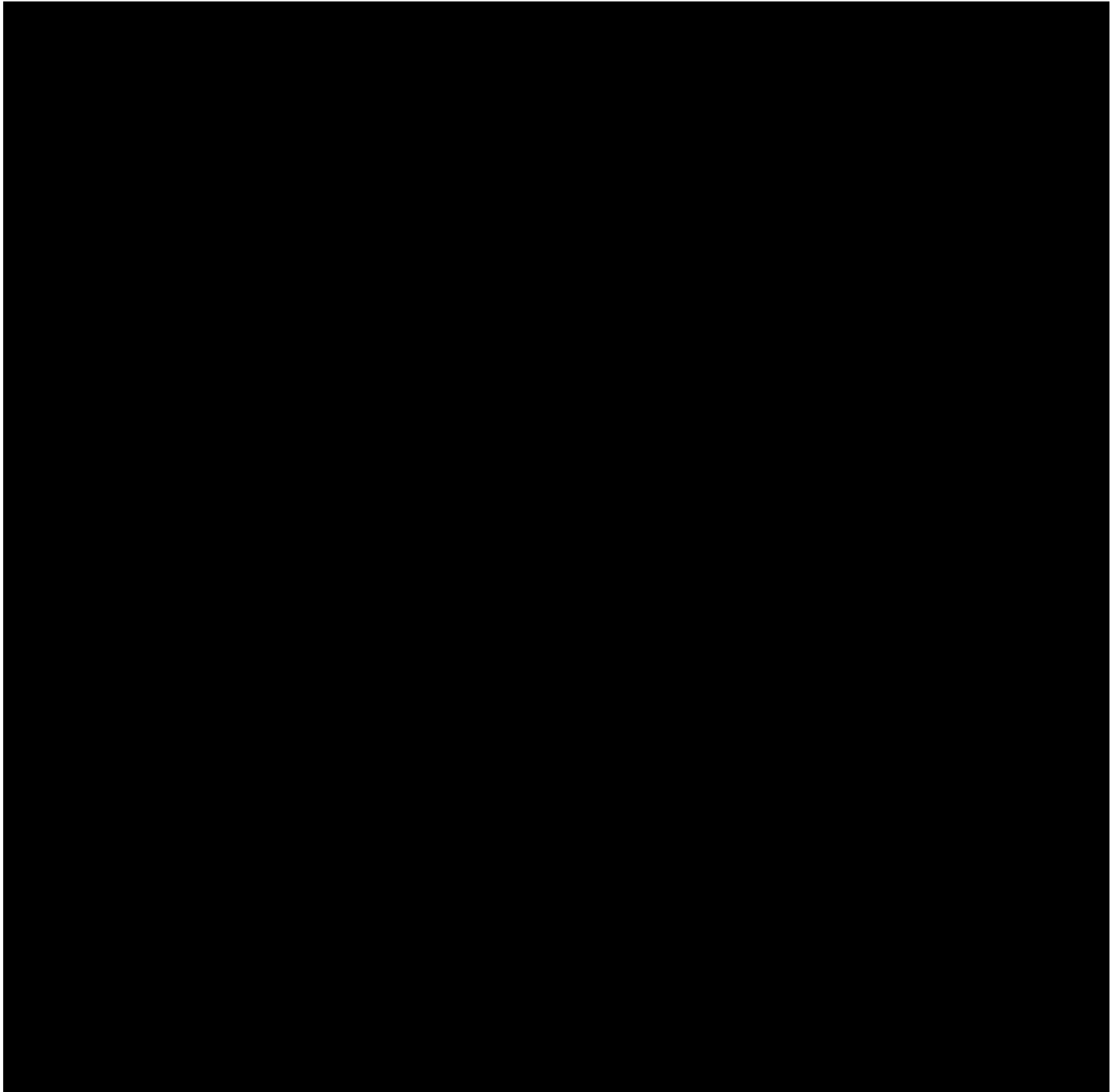
ARTICLE 2
SALE AND PURCHASE OF ASSETS; LIABILITIES

2.1 Sale of Purchased Assets and Transferred Know-How.

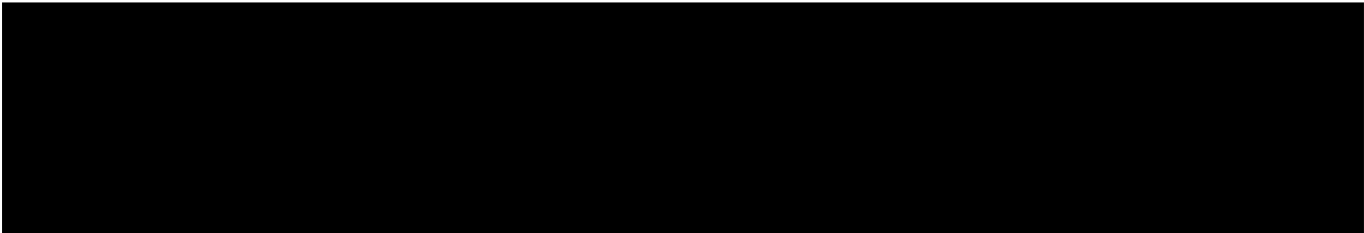
2.1.1 Purchase and Sale of Purchased Assets. Upon the terms and subject to the conditions of this Agreement and the Ancillary Agreements, at and effective as of the Closing unless otherwise indicated below, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, the following (collectively, the “**Purchased Assets**”), free and clear of any Encumbrances (other than Permitted Encumbrances):

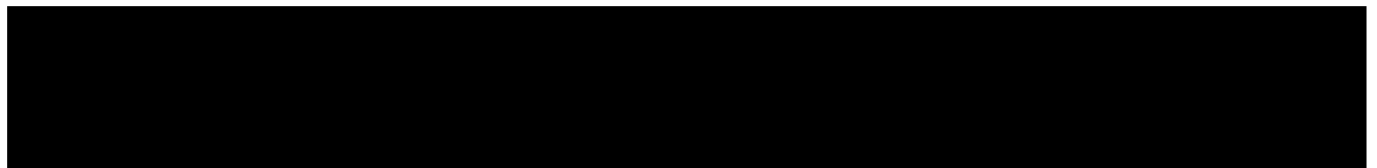
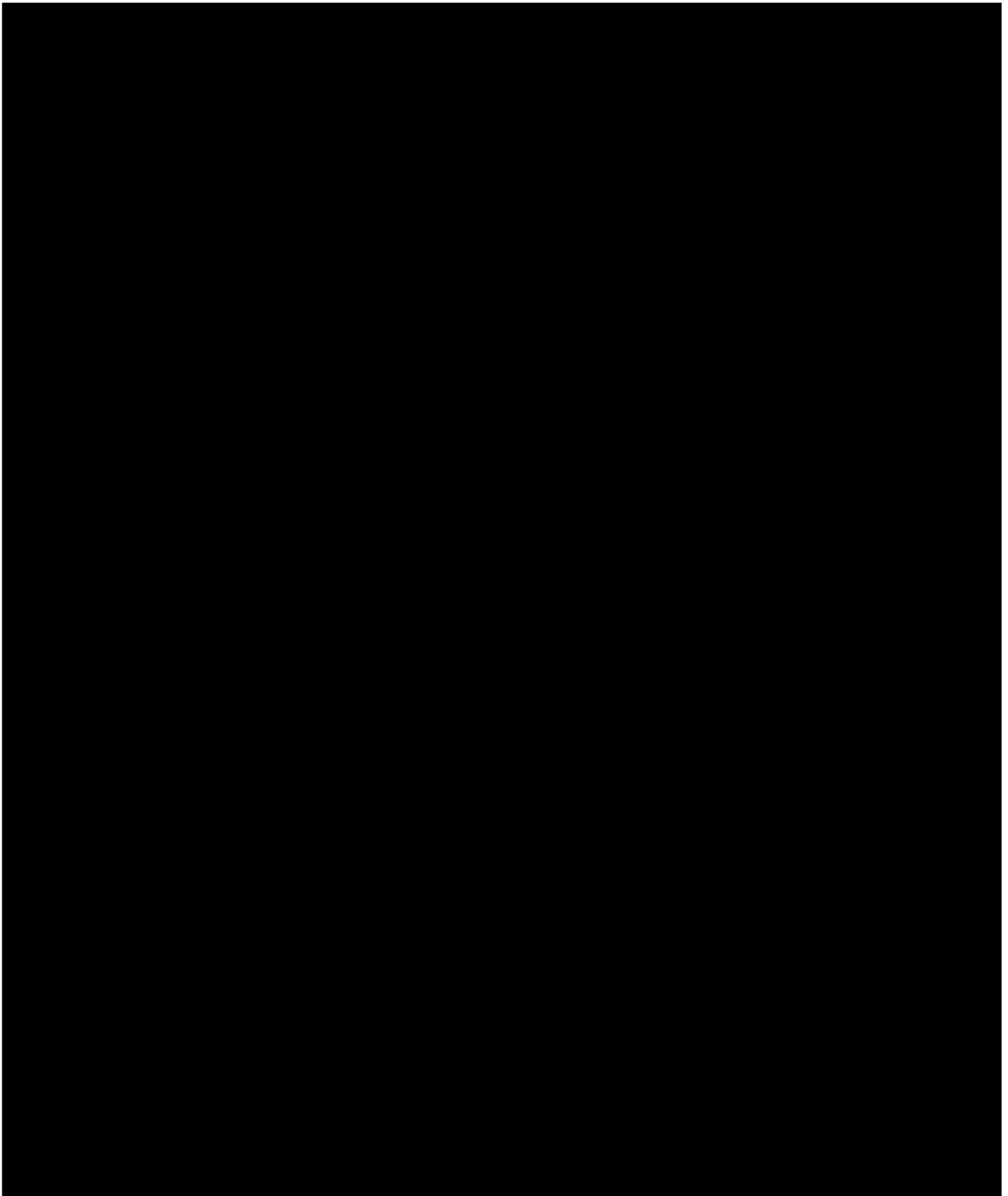
(c) all other assets owned by Seller as of the Closing other than the Excluded Assets.

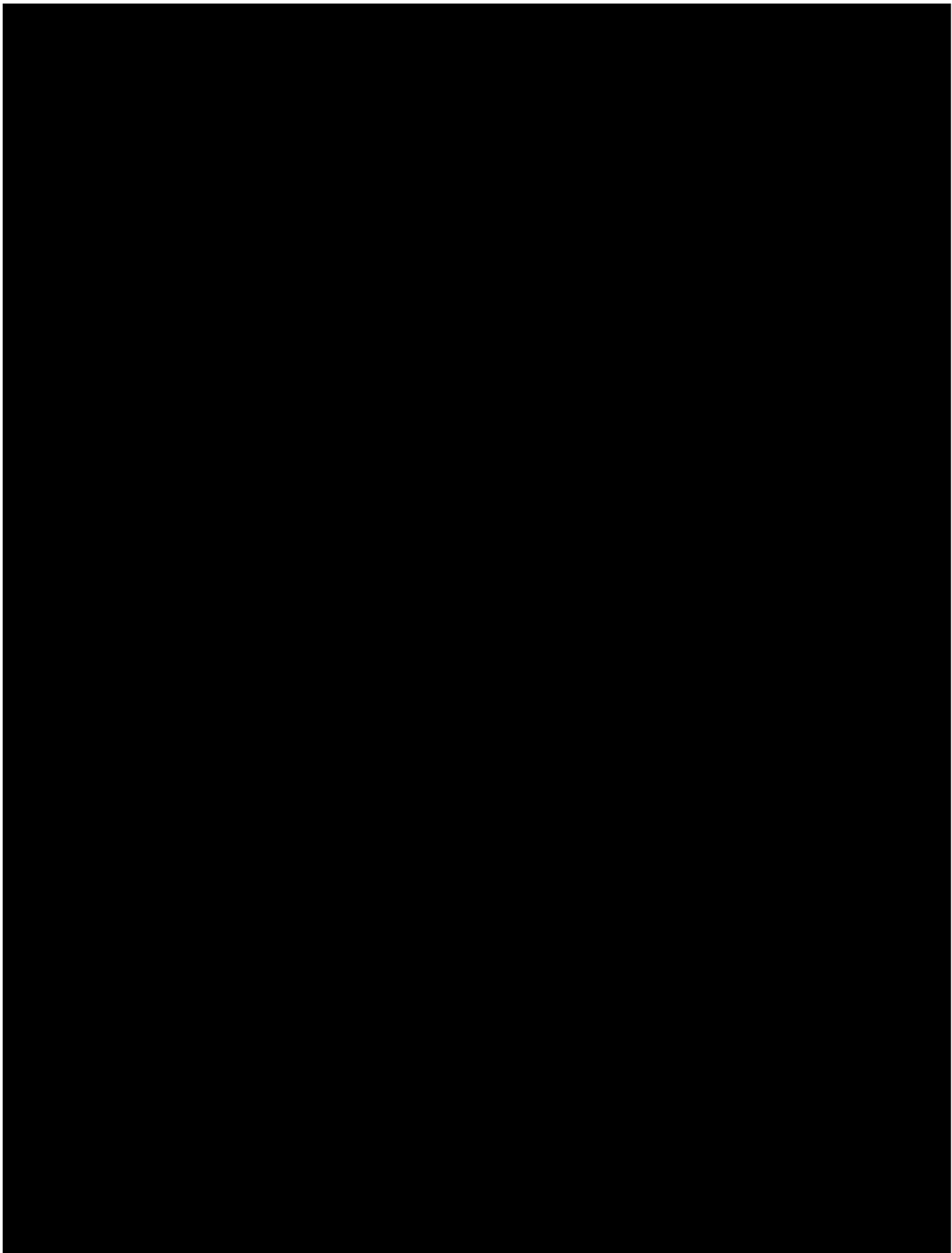




3.1.4 Purchased Assets. Seller and its Affiliates own all right, title, and interest to and in the Purchased Assets, and at the Closing, Seller will have conveyed (or will have caused its Affiliates to have conveyed) to Buyer good and valid title to all of the Purchased Assets, free and clear of any Encumbrances (other than Permitted Encumbrances).







[REDACTED]

[REDACTED]

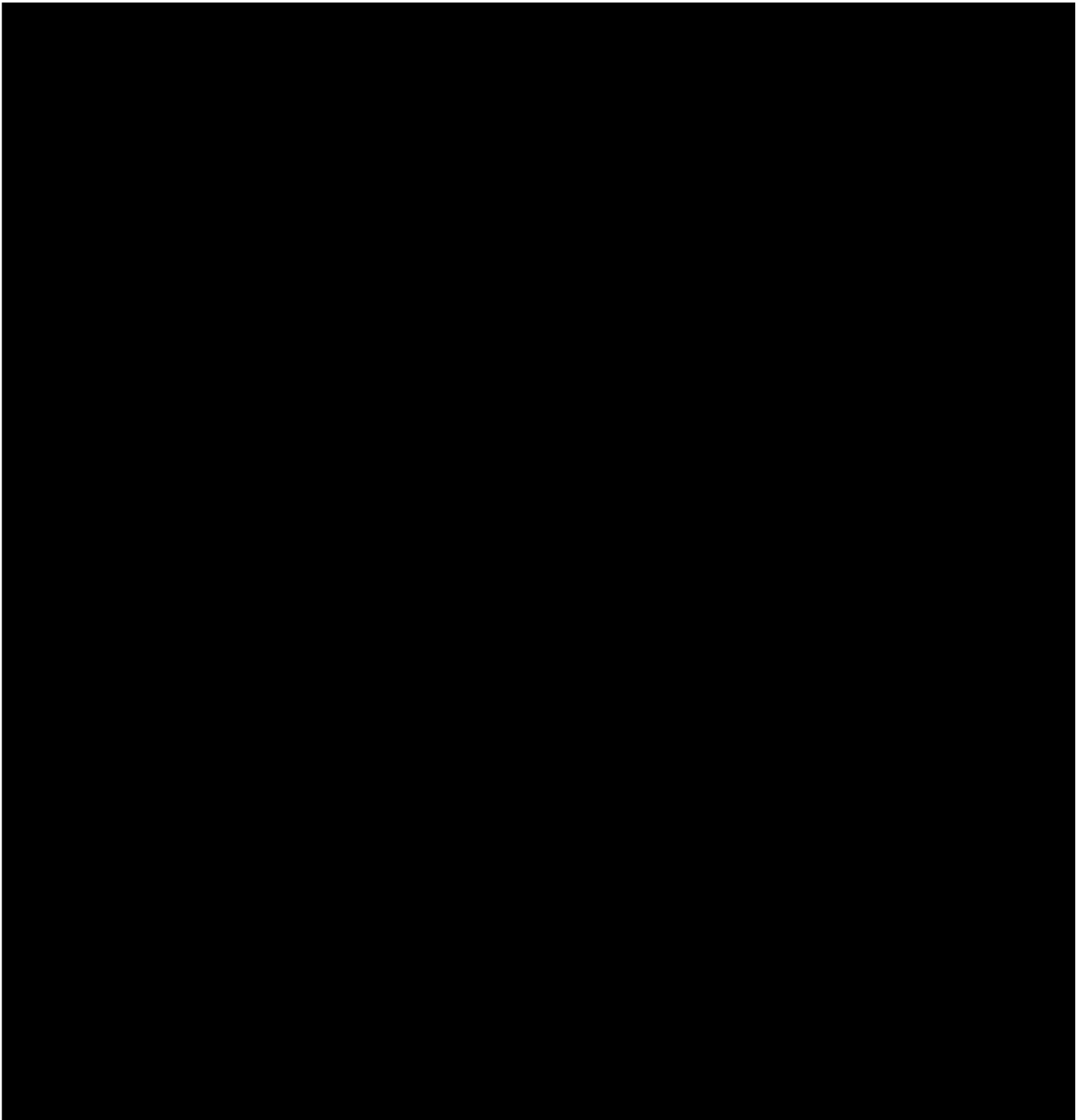
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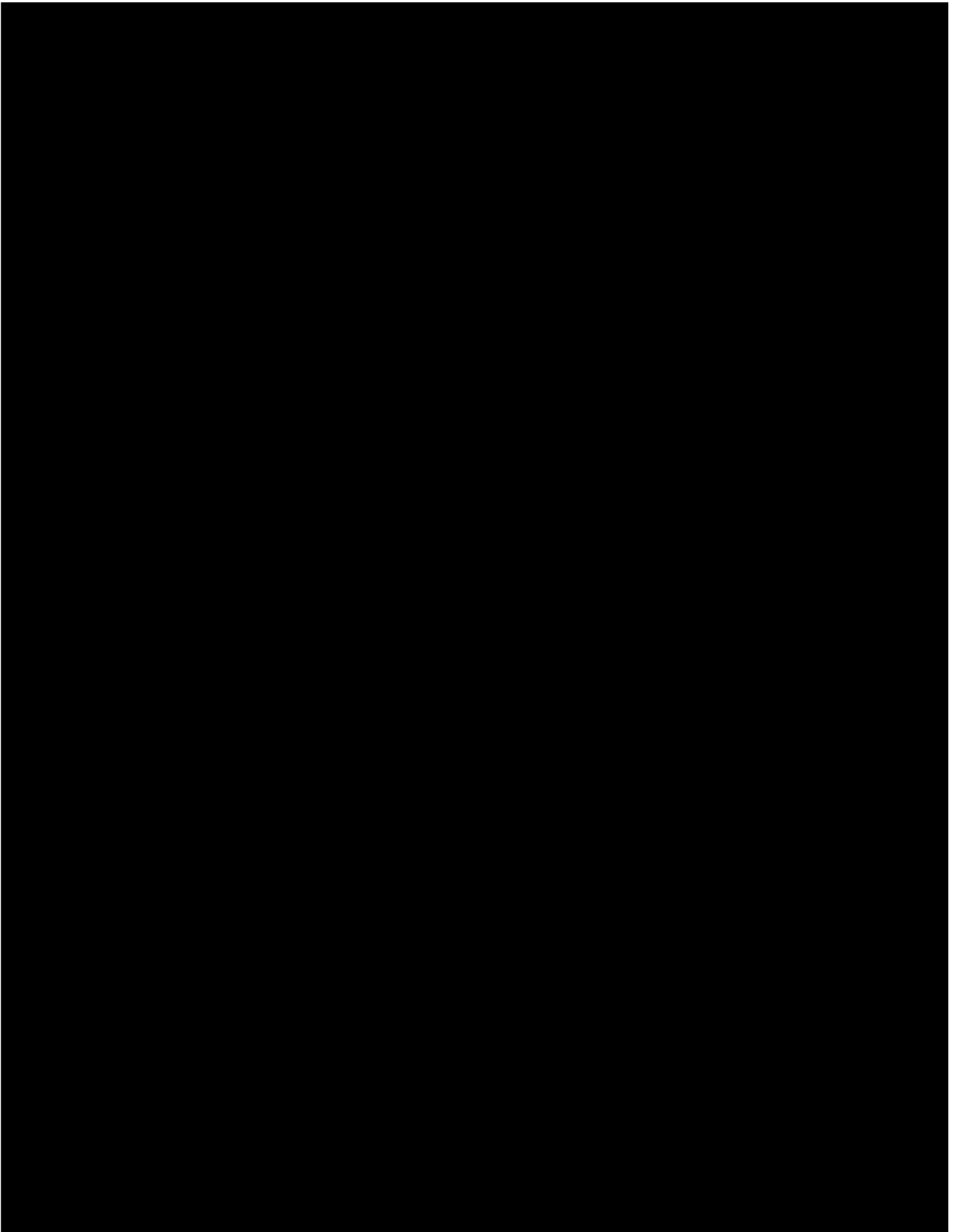
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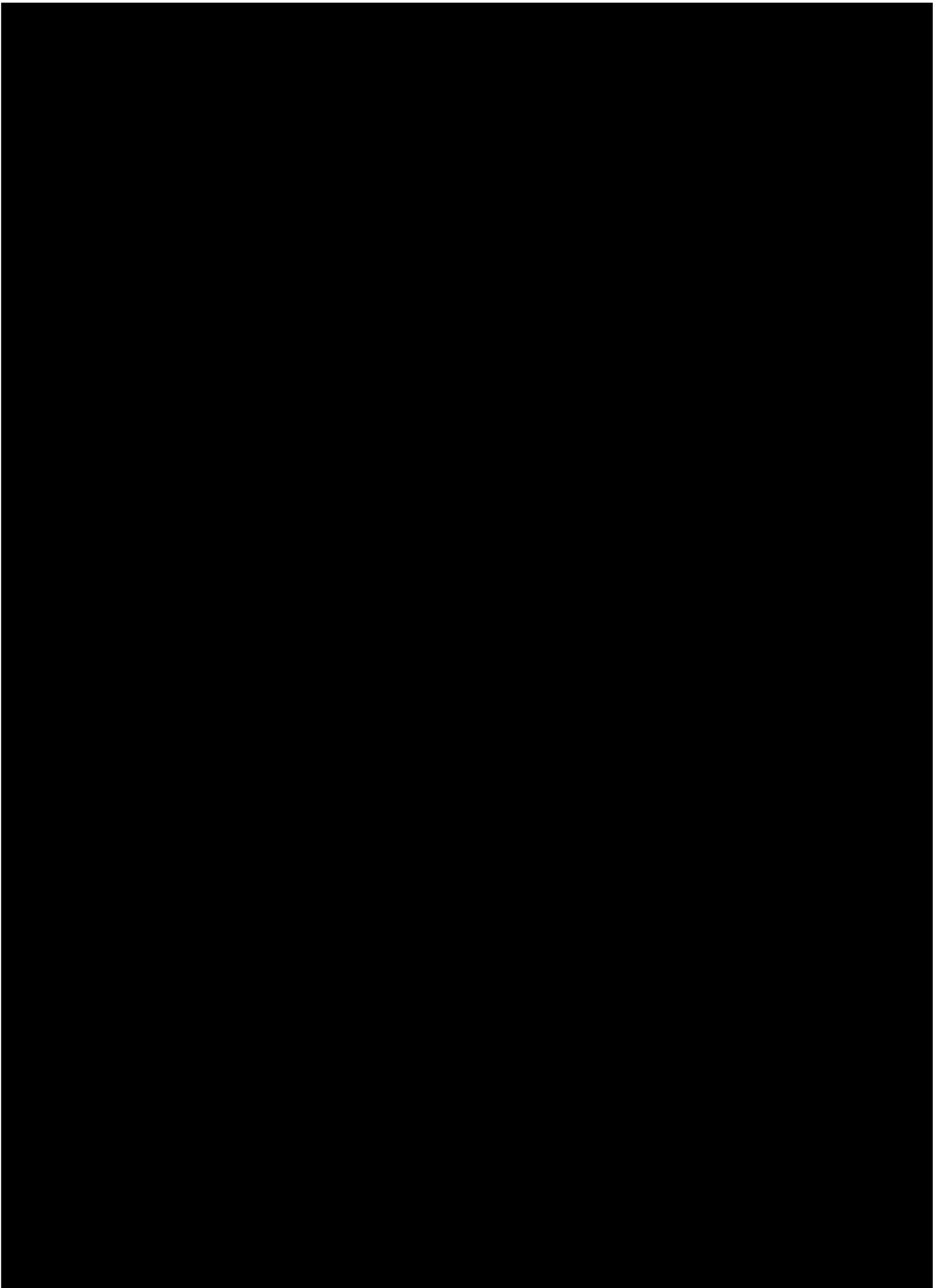
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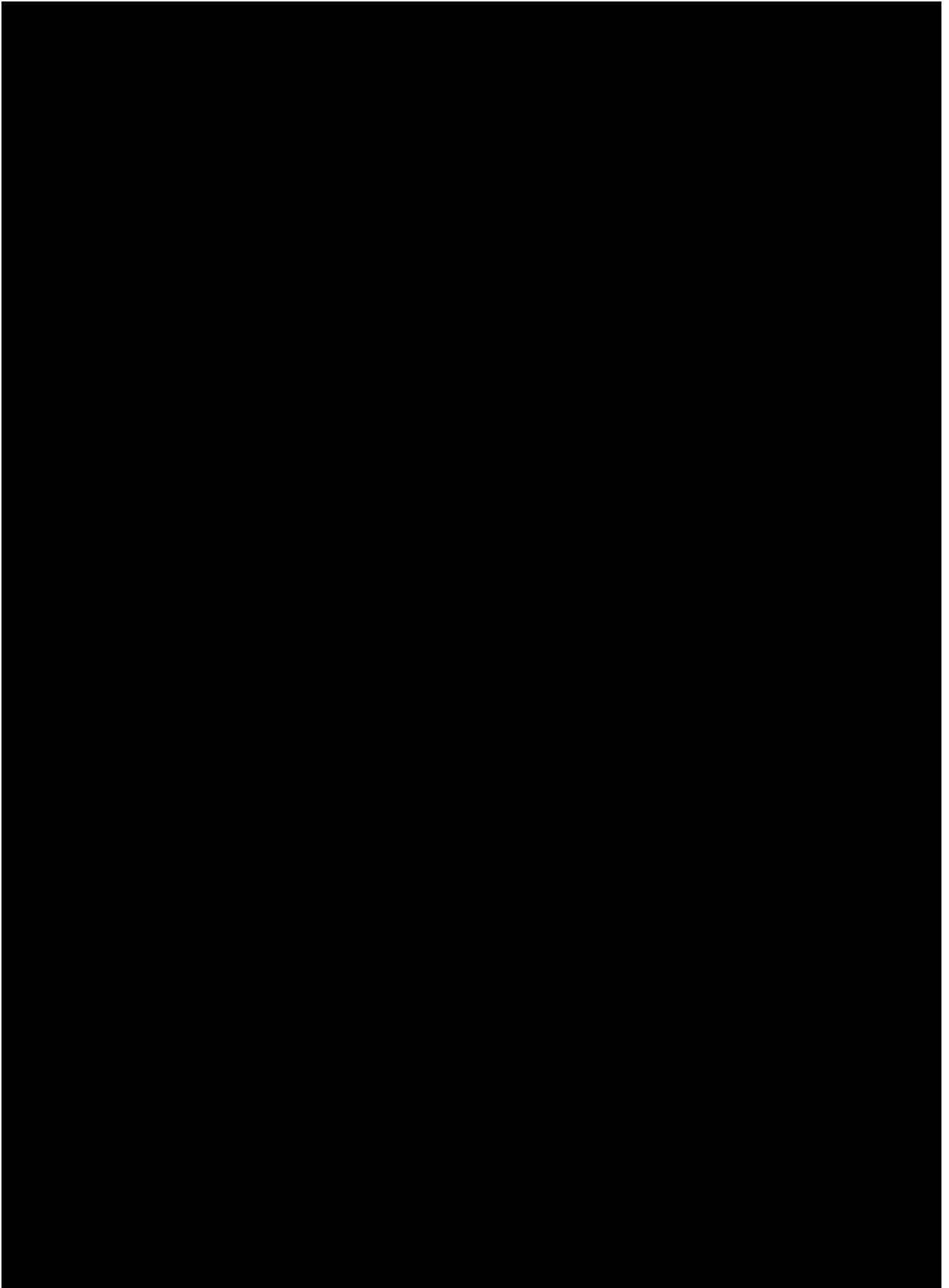
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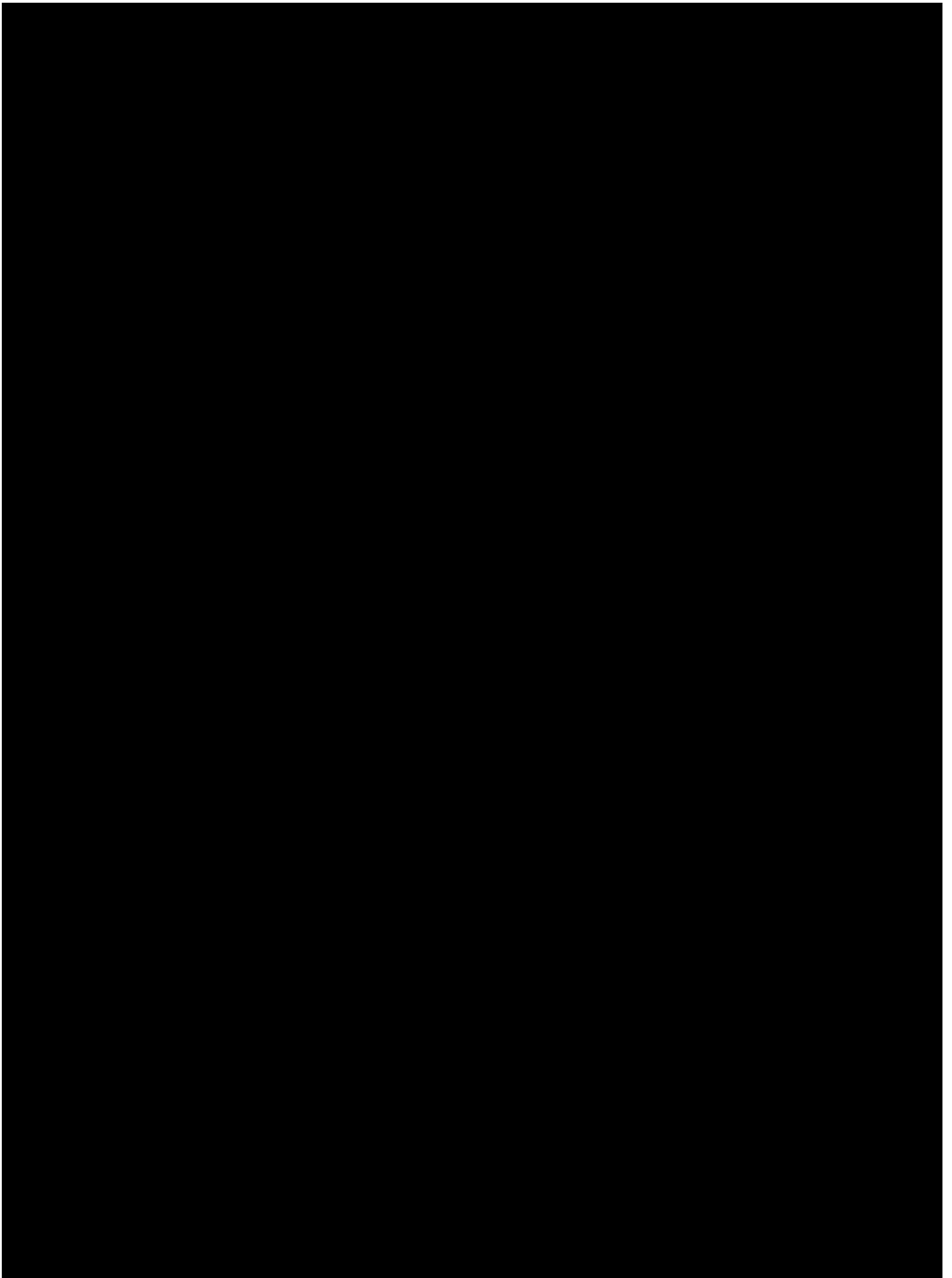
[REDACTED] approval, consent or waiver of another Person and such approval, consent or waiver has not
[REDACTED]

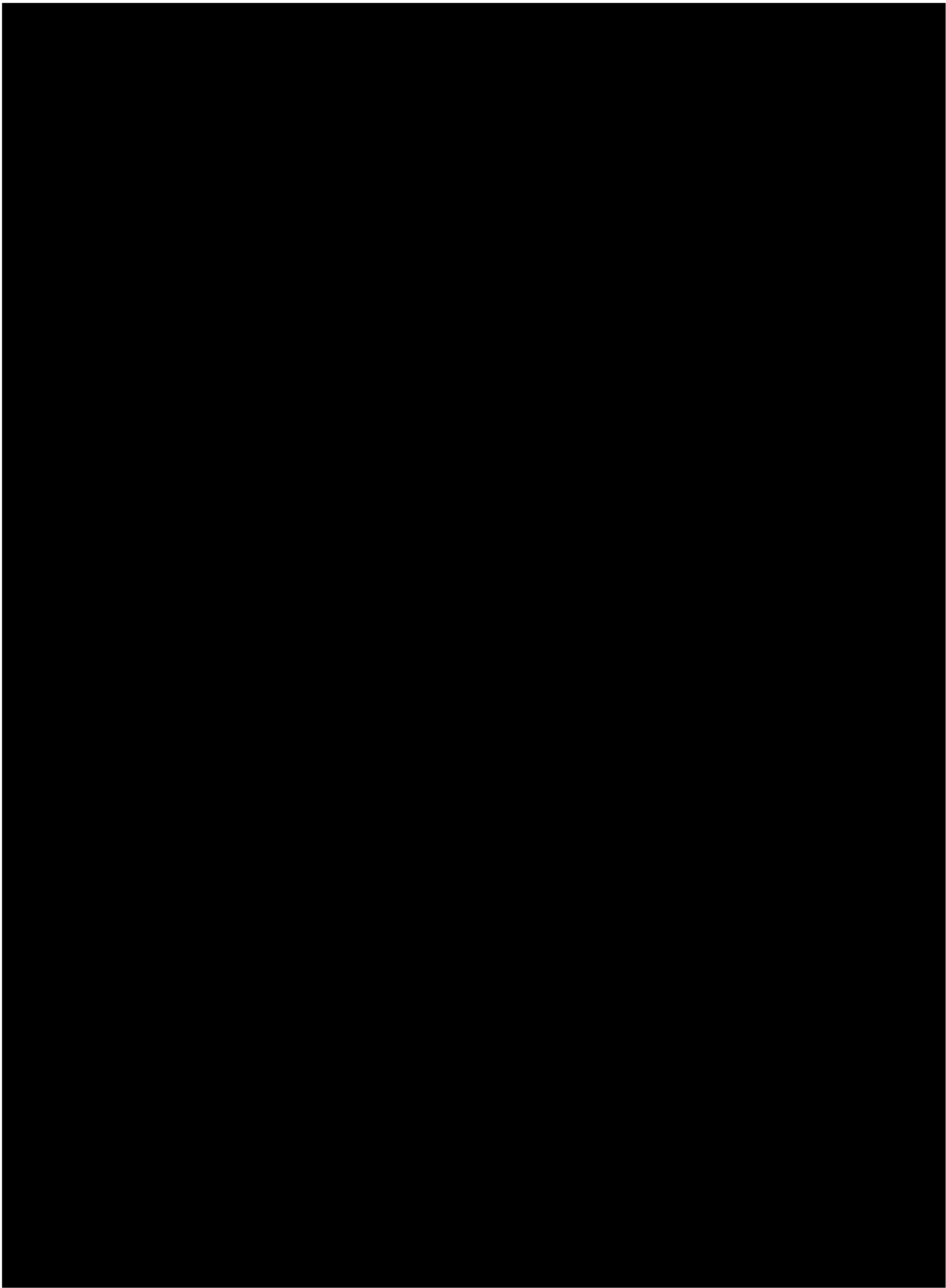












[REDACTED]

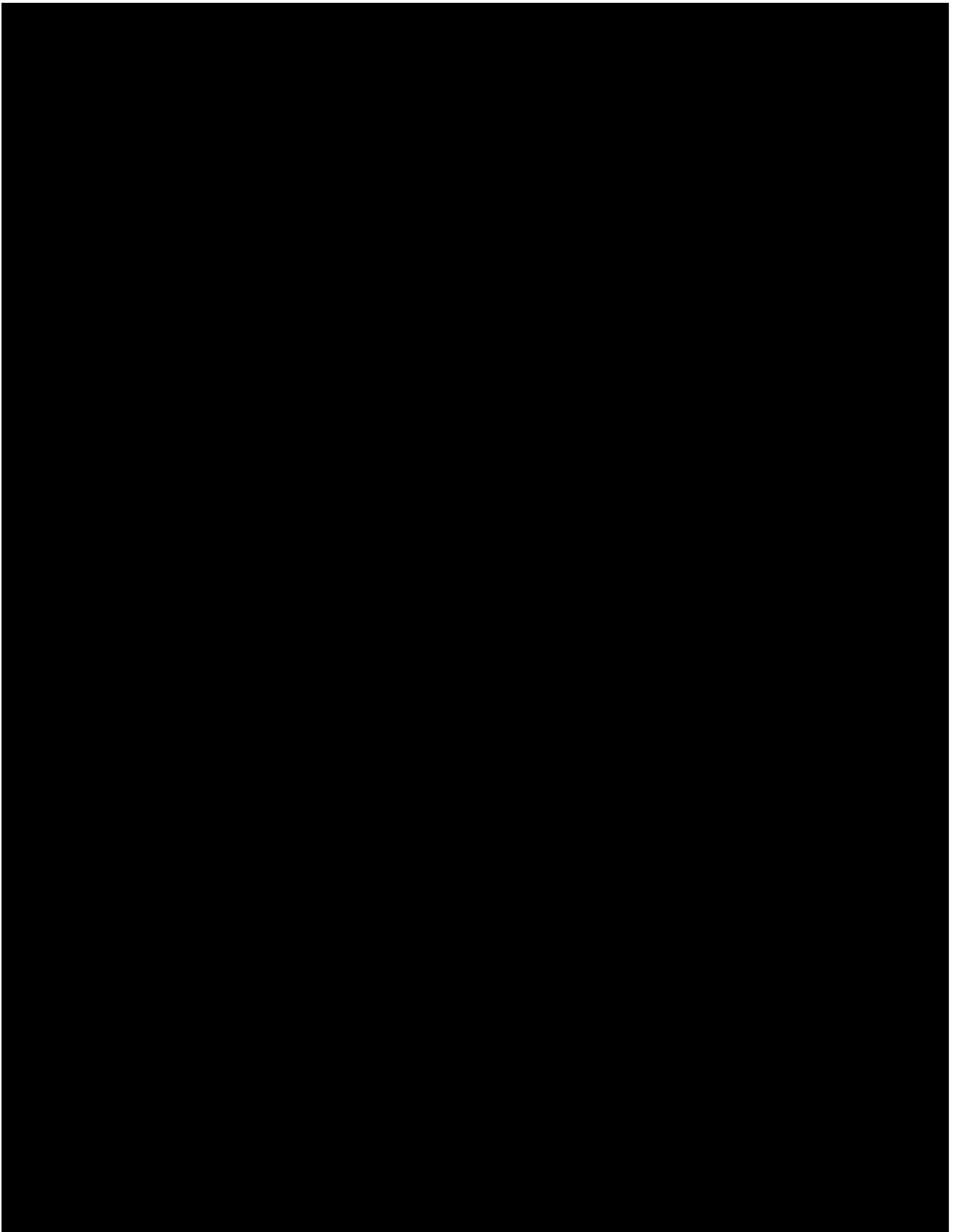
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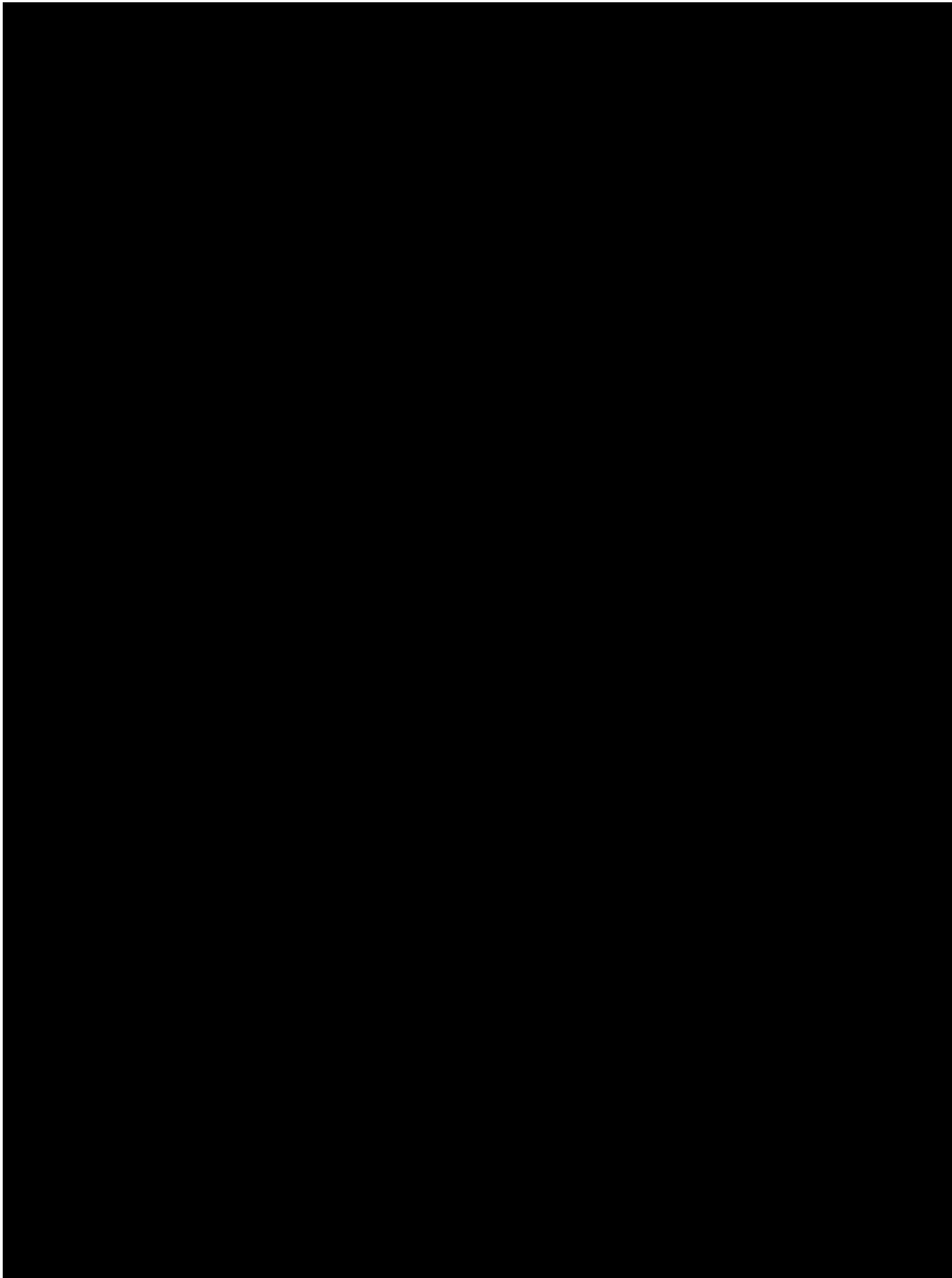
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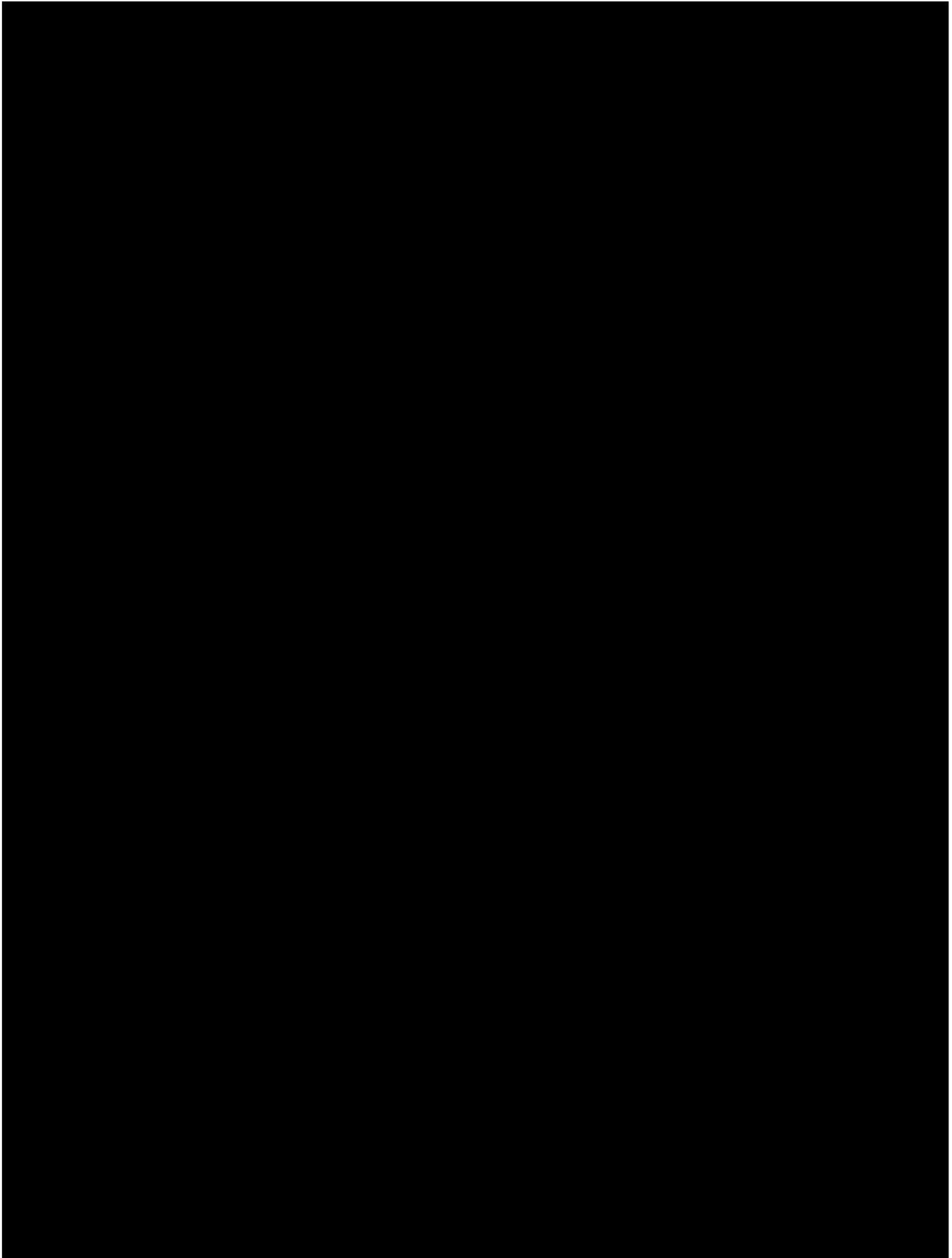
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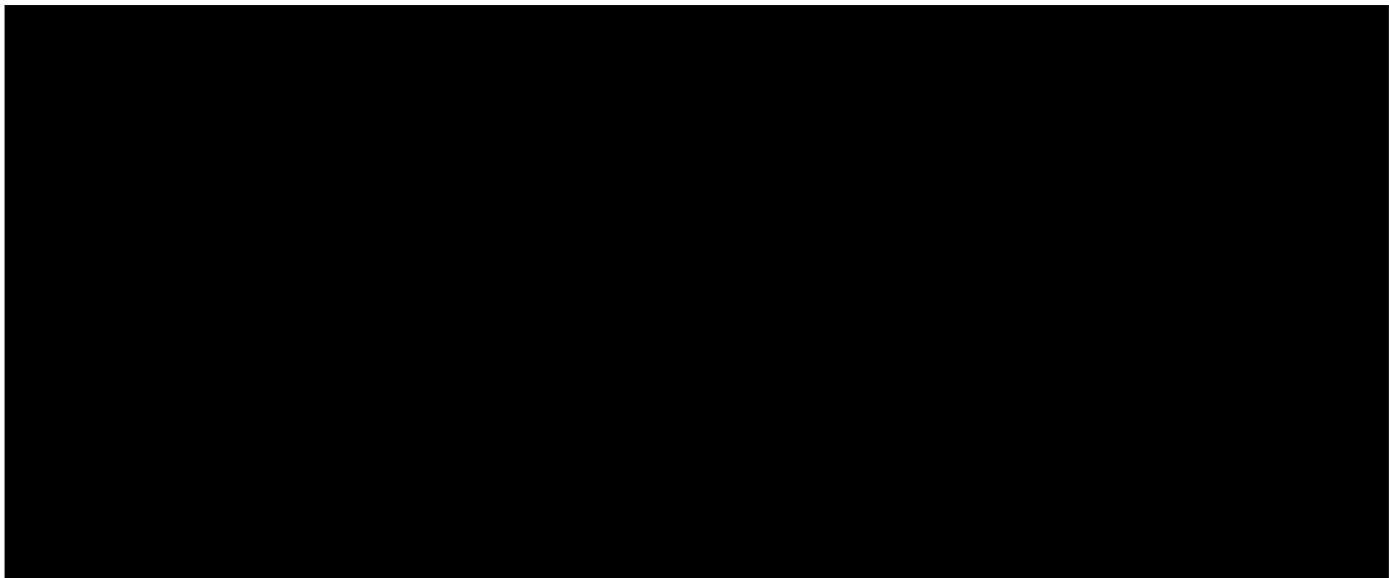
[REDACTED]

[REDACTED]









[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER:

TRANSPOSAGEN BIOPHARMACEUTICALS, INC.

By: Eric Ostertag
Name: Eric Ostertag
Title: Chairman of the Board of Directors

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER:

HERA TESTING LABORATORIES, INC.

By: 

Name: Jack Crawford

Title: VP, Business Development

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]