

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7072685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EFFENDI LEONARD	05/20/2021
MICAH SHEPPARD	05/04/2021
THOMAS HEEL	05/04/2021
KATHRYN CHRISTINA WU	05/04/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PROVIVI, INC.
<b>Street Address:</b>	1701 COLORADO AVENUE
<b>City:</b>	SANTA MONICA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17550212
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
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<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400
<b>ATTORNEY DOCKET NUMBER:</b>	PRVI-019/03US 321611-212
<b>NAME OF SUBMITTER:</b>	ALEXIA S. DILG
<b>SIGNATURE:</b>	/Alexia S. Dilg/
<b>DATE SIGNED:</b>	12/14/2021
<b>Total Attachments: 7</b>	
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Attorney Docket No. PRVI-019/02US 321611-2073

PATENT

## ASSIGNMENT

**Effendi LEONARD, Micah SHEPPARD, Thomas HEEL, and Kathryn Christina WU**, each having a mailing address of c/o Provivi, Inc., 1701 Colorado Avenue, Santa Monica, California 90404 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **MULTI-SUBSTRATE METABOLISM FOR IMPROVING BIOMASS AND LIPID PRODUCTION**, and which is a:

☒ non-provisional application

☐ to be filed herewith; or

☒ bearing Application No. 16/401,690, and filed on May 2, 2019; and/or

☒ European patent application

(a) ☒ bearing Application No. 19172410.3, and filed on May 2, 2019.

**WHEREAS, PROVIVI, INC.**, a corporation having its principal place of business at 1701 Colorado Avenue, Santa Monica, California 90404, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);

(b) the application(s) for patent identified above;

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the

Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.)

without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Assignor(s) and Assignee(s) understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures.

Date: 2021-May-20

DocuSigned by:  
*Effendi Leonard*  
44475817644355675  
By: Effendi Leonard

Date: 2021-May-04

DocuSigned by:  
*Micah Sheppard*  
204F28E8058F423  
By: Micah Sheppard

Date: 2021-May-04

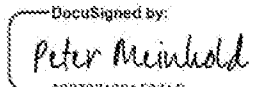
DocuSigned by:  
*Thomas Heel*  
2418555094578445  
By: Thomas Heel

Date: 2021-May-04

DocuSigned by:  
*Kathryn Wu*  
57A003A820E4AA5  
By: Kathryn Christina Wu

For and on behalf of ASSIGNEE:

Date: 2021-May-04

By:   
Name: Peter Meinhold  
Title: co-Founder & CTO  
Company: Provivi, Inc.

**Certificate Of Completion**

Envelope Id: 08F04E3883A7450E9BF7C5A88B929922

Status: Completed

Subject: Please DocuSign: PVI-008-13US Invention Assignments - Kati, Thomas, Micah, and Effendi

Source Envelope:

Document Pages: 5

Signatures: 5

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Garrett Nasworthy

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Holder: Garrett Nasworthy

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gnasworthy@provivi.com

**Signer Events**

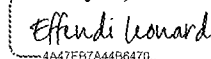
Effendi Leonard

eleonard@provivi.com

Director

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



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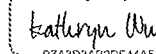
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Kathryn Wu

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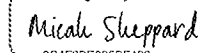
Micah Sheppard

msheppard@provivi.com

Principal Scientist

Security Level: Email, Account Authentication  
(None)

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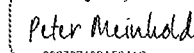
Peter Meinhold

pmeinhold@provivi.com

Co-Founder &amp; CTO

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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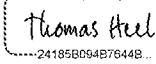
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Signer Events	Signature	Timestamp
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