

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7210495

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALTERA INTERNATIONAL LTD.	11/15/2021
RECEIVING PARTY DATA	
Name:	HYGAIN FEEDS INTERNATIONAL INC.
Street Address:	668 FLINN AVENUE
Internal Address:	UNIT 26
City:	MOORPARK
State/Country:	CALIFORNIA
Postal Code:	93021
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8956590
Application Number:	14897794
Application Number:	61834656
Patent Number:	9907840
Application Number:	61510793
CORRESPONDENCE DATA	
Fax Number:	(618)655-9640
<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:	3148898000
Email:	rendsley@polsinelli.com
Correspondent Name:	POLSINELLI PC
Address Line 1:	105 WEST VANDALIA STREET
Address Line 2:	SUITE 400
Address Line 4:	EDWARDSVILLE, ILLINOIS 62025
ATTORNEY DOCKET NUMBER:	074408
NAME OF SUBMITTER:	REBECCA L. ENDSLEY, PARALEGAL
SIGNATURE:	/Rebecca L. Endsley/
DATE SIGNED:	03/07/2022

Total Attachments: 6

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "**Agreement**") is made and delivered as of November, 19, 2021, by and among Altera International Ltd., d/b/a Arenus Animal Health of Fort Collins, a Colorado limited liability company, with a place of business at 3021 West County Road 64, Fort Collins, CO 80524 ("**Assignor**"), and Hygain Feeds International Inc., a Delaware corporation, with a place of business at Unit 26, 668 Flinn Avenue, Moorpark, California 93021 ("**Assignee**"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement made and entered into as of November 15, 2021 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Purchased Assets;

WHEREAS, the execution and delivery of this Agreement is required by Section 2.01 and Section 3.02(a)(iii) of the Purchase Agreement, pursuant to which Assignor will irrevocably sell, transfer, assign, convey and deliver to Assignee the Intellectual Property Assets, including all Patents owned by, purported to be owned by or held in the name of Seller (collectively, the "**Assigned Patents**").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignee and Assignor do hereby agree as follows:

1. **Assignment.** Subject to the terms and conditions of the Purchase Agreement, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, and Assignee hereby does purchase, acquire and accept from Assignor, all right, title and interest in and to the Assigned Patents free and clear of all claims and Encumbrances, including without limitation: (i) all United States and foreign Patents listed in Schedule A hereto and all reissues, divisionals, re-examinations, renewals, extensions, provisionals, continuations, and continuations in part thereof, (ii) all foreign counterparts to any Patents described in clause (i), regardless of whether such foreign counterpart Patents are listed on Schedule A, (iii) all Patents which claim direct or indirect priority to, or to which direct or indirect priority is claimed by, any of the Patents described in clauses (i), (ii) or (iii), and (b) all rights, claims, and privileges relating to the Assigned Patents, including without limitation all rights to the underlying inventions, to claim priority on the basis thereof, to prosecute and maintain the Assigned Patents, to sue and recover damages for past, present and future infringement, to obtain injunctive or other equitable relief, and to collect royalties and other payments under or on account of any of the Assigned Patents.

2. **Commissioner of Patents.** Assignor does hereby request and authorize the Commissioner of Patents and Trademarks of the United States of America and all other corresponding patent offices or authorities of other jurisdictions to issue letters patent, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Assigned Patents and the inventions included in the Assigned Patents to Assignee or Assignee's nominee, successor or assign.

3. **Further Assurances.** Assignor agrees to execute all specific assignments, oaths, declarations, deeds or other instruments, and to do all acts necessary, proper or advisable, in each case, that are reasonably requested by Assignee or its authorized representatives to effectuate the purposes of this Agreement, including, without limitation, (a) to effect, evidence or perfect the assignment and transfer to Assignee (or its nominee, assignee or successor) of the Assigned Patents and the inventions included in the Assigned Patents, free and clear of claims and Encumbrances, (b) to secure the grant of letters patent on the Assigned Patents and the inventions included in the Assigned Patents, in the United States of America and in all other jurisdictions, to Assignee or (or its nominee, assignee or successor) and to record Assignee (or its nominee, assignee or successor) as the owner thereof in the United States Patent and Trademark Office or any similar or corresponding entities or agencies in all other jurisdictions, and (c) to vest and confirm in Assignee (or its nominee, assignee or successor) the legal title and full right and interest in and to all Assigned Patents. Without limiting the foregoing, Assignor hereby constitutes and appoints Assignee and Assignee's authorized representatives, or any one of them acting singly and with full power of substitution, as Assignor's true and lawful attorney-in-fact to take such actions and execute and deliver such documents and instruments on behalf of and in the name of Assignor as reasonably determined by Assignee to be necessary, proper or advisable to effectuate the purposes of this Agreement, including, without limitation, the actions described in this Section 3.

4. **Terms of the Purchase Agreement.** Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Agreement in accordance with and subject to all of the terms and provisions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it limit any of the rights or remedies available to Assignor or Assignee under the Purchase Agreement.

5. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Colorado, without giving effect to the principles of conflicts of laws. The remaining provisions of Section 10.10 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) of the Purchase Agreement are incorporated herein by reference *mutatis mutandis* as if set forth herein.

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Patent Assignment Agreement to be executed as of the date first set forth above.

ASSIGNOR

ALTERA INTERNATIONAL LTD.

By: [Signature]
Name: Jay Altman
Title: CEO

NOTARY ACKNOWLEDGMENT

State of Colorado

County of Denver

Before me, Jennifer A. Roley, on this day personally appeared Jay Altman, known to me or proved to me on this basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of November 2021.

JENNIFER A. ROLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944009483
MY COMMISSION EXPIRES 11/09/2024

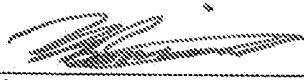
[Signature]
Signature

[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Patent Assignment Agreement to be executed as of the date first set forth above.

ASSIGNEE

HYGAIN FEEDS INTERNATIONAL INC.

By: 
Name: Kevin Barrese
Title: CEO

NOTARY ACKNOWLEDGMENT

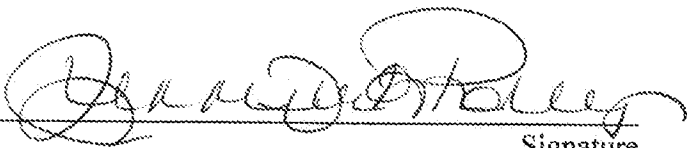
State of Colorado

County of Garner

Before me Jennifer A. Roley on this day personally appeared Kevin Barrese, known to me or proved to me on this basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of November 2021.

JENNIFER A. ROLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944009483
MY COMMISSION EXPIRES 11/09/2024


Signature

SCHEDULE A

ASSIGNED PATENTS

Title	Application Number	Patent Number	Status	Filing Date	Issue Date	Owner	Jurisdiction
Methods of Improving Reproductive and Respiratory Health.	61/834,656		Expired	13-Jun-2013			17 November 202
Compositions and Methods for Reducing the Incidence of Equine Digestive Disorders.	PCT/US2012/047634		Nat Phased	20-Jul-2012			
Compositions and Methods for Reducing the Incidence of Equine Digestive Disorders.	13/554,494	8,956,590	Granted	20-Jul-2012	17-Feb-2015	Altera International Ltd	United States
Compositions and Methods for Reducing the Incidence of Equine Digestive Disorders.	61/510,793	2,843,611	Granted	29-Jan-2014	27-Jul-2021	Altera International Ltd	Canada
Compositions and Methods for Reducing the Incidence of Equine Digestive Disorders.	MX/a/2014/00878	351631	Granted	22-Jan-2014	23-Oct-2017	Altera International Ltd	Mexico
Methods of Improving Reproductive and Respiratory Health.	PCT/US2014/042354		Nat Phased	13-Jun-2014			
Compositions and Methods for Reducing the Incidence of Equine Digestive Disorders.	14/608,767	9,907,840	Granted	29-Jun-2015	06-March-2018	Altera International Ltd	United States
Methods of Improving Reproductive and Respiratory Health.	MX/a/2015/016664	372929	Granted	03-Dec-2015	13-April-2020	Altera International Ltd	Mexico
Methods of Improving Reproductive and Respiratory Health.	2,913,776	2,913,776	Granted	26-Nov-2015	26-Oct-2021	Altera International Ltd	Canada
Methods of Improving Reproductive and Respiratory Health.	14/897,794		Published	11-Dec-2015		Altera International Ltd	United States
Methods of Improving Reproductive and Respiratory Health.	3,129,309		Published	30-Aug-2021			

PATENT

RECORDED: 03/07/2022

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