

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7250955

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KONRAD MUELLER-AUFFERMANN	09/29/2021
RECEIVING PARTY DATA	
Name:	UPSIDE FOODS, INC.
Street Address:	804 HEINZ AVENUE
City:	BERKELEY
State/Country:	CALIFORNIA
Postal Code:	94710
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17656986
CORRESPONDENCE DATA	
Fax Number:	
<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:	8012033546
Email:	ljohnson@kjpip.com
Correspondent Name:	KELLER PREECE PLLC
Address Line 1:	1010 NORTH 500 WEST, SUITE 210
Address Line 4:	NORTH SALT LAKE, UTAH 84054
ATTORNEY DOCKET NUMBER:	UF 021/02
NAME OF SUBMITTER:	RYAN E. KELLER
SIGNATURE:	/Ryan E. Keller/
DATE SIGNED:	03/29/2022
Total Attachments: 6	
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Attorney Docket No. UPSD-021/00US 330731-2069**ASSIGNMENT**

Konrad MUELLER-AUFFERMANN, having a mailing address at c/o Upside Foods, Inc., 804 Heinz Avenue, Berkeley, CA 94710 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent, entitled FILTER CAKE-BASED SYSTEMS AND METHODS FOR THE CULTIVATION OF CELLS AND CELL BIOMASS, and which is a:

- (1) provisional application
 (a) to be filed herewith; or
 (b) bearing Application No. , and filed on ;
- (2) non-provisional application
 (a) to be filed herewith; or
 (b) bearing Application No. 17/481,176, and filed on September 21, 2021;
 and/or
- (3) PCT application
 (a) bearing Application No. , and filed on .
 and/or
- (4) attached hereto.

wherein the above application(s) claim(s) priority to:

Country	Application No.	Application filing date

WHEREAS, Upside Foods, Inc., a corporation having its principal place of business at 804 Heinz Avenue, Berkeley, CA 94710 ("the Assignee"), its successors, legal representatives, and assigns is desirous of acquiring the Assignor's entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s); any application(s) for patent and/or registered design 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) and/or registered design(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 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 and/or registered design 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 and/or registered design of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent and/or registered design 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 and/or registered design claiming the Invention(s), including any priority application(s), 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 and/or registered design identified in the preceding paragraphs (b)-(e) and of any and all patent(s) and/or registered design(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) and/or registered design(s) of the United States or other countries that may be granted for or on any application for patent and/or registered design identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s) and/or registered design(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 the sole and lawful owner of the Assignor's 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 also hereby represents that the Assignor has not previously sold, transferred, or encumbered any part of Assignor's right, title, and interest in the Invention(s).

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), said registered design(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 authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the 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: 9/29/2021

Signature: _____

DocuSigned by:

Konrad Muller-Auffermann

000818A08421-450

Konrad Mueller-Auffermann

For and on behalf of ASSIGNEE:

Date: 9/29/2021

By:  _____

Name: Eglia Nair Flores
Title: VP of Legal
Company: Upside Foods, Inc.

Certificate Of Completion

Envelope Id: 6DEA8FB049A04670BF23D378C3B20E7C Status: Completed
 Subject: Please DocuSign: 021__00US Filter Cake Declaration for execution.pdf, 021__00US Filter Cake Assig...
 Source Envelope:
 Document Pages: 5 Signatures: 3 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Rani Scott
 AutoNav: Enabled 804 Heinz Ave
 Envelope Stamping: Enabled Berkeley, CA 94710
 Time Zone: (UTC-08:00) Pacific Time (US & Canada) rani@memphismeats.com
 IP Address: 24.130.116.67

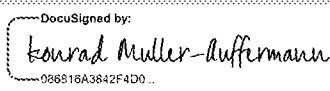
Record Tracking

Status: Original Holder: Rani Scott Location: DocuSign
 9/28/2021 9:37:18 AM rani@memphismeats.com

Signer Events

Konrad Muller-Auffermann
 konrad@upsidefoods.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 096816A3842F4D0...
 Signature Adoption: Pre-selected Style
 Using IP Address: 46.114.168.205

Timestamp

Sent: 9/28/2021 9:44:42 AM
 Resent: 9/29/2021 10:06:15 AM
 Viewed: 9/29/2021 9:43:53 PM
 Signed: 9/29/2021 9:44:11 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/11/2021 4:53:25 PM
 ID: f668bc63-faca-46c6-9d52-e2a6332c933e

Eglia Nair Flores
 nair@upsidefoods.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 4CA2514F0BAC48E...
 Signature Adoption: Drawn on Device
 Using IP Address: 69.181.98.183
 Signed using mobile

Sent: 9/29/2021 9:44:12 PM
 Viewed: 9/29/2021 10:22:57 PM
 Signed: 9/29/2021 10:23:26 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/29/2021 10:22:57 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/28/2021 9:44:42 AM
Certified Delivered	Security Checked	9/29/2021 10:22:57 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	9/29/2021 10:23:26 PM
Completed	Security Checked	9/29/2021 10:23:26 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
