507445470 08/18/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT7492359

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BRETT HUGH JAMES BAKER	11/12/2021
JEFFREY W. MILLARD	10/20/2021

RECEIVING PARTY DATA

Name:	MICROBION CORPORATION	
Street Address:	5 WEST MENDENHALL STREET	
Internal Address:	SUITE 202	
City:	BOZEMAN	
State/Country:	MONTANA	
Postal Code: 59715		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16528145

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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.

Email: zariyibi@cooley.com

Correspondent Name: MATTHEW SCHEIDEMAN

Address Line 1: 1299 PENNSYLVANIA AVENUE, N.W.

Address Line 2: SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	MICO-008/02US 307209-2103	
NAME OF SUBMITTER: MATTHEW SCHEIDEMAN		
SIGNATURE:	/Matthew Scheideman/	
DATE SIGNED:	08/18/2022	

Total Attachments: 5

source=MICO-008-02US_Assignment#page1.tif source=MICO-008-02US_Assignment#page2.tif source=MICO-008-02US_Assignment#page3.tif source=MICO-008-02US Assignment#page4.tif

 $source = MICO - 008 - 02US_Assignment \# page 5.tif$

ASSIGNMENT

Brett Hugh James BAKER and **Jeffrey W. MILLARD** residing at c/o Microbion Corporation, 5 West Mendenhall Street, Suite 202, Bozeman, MT 59715 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **BISMUTH-THIOL COMPOUNDS**, **COMPOSITIONS AND METHODS OF USE**, and which is a:

(1) provisional application

(a) to be filed herewith; or
(b) bearing Application No. 62/800,925 and filed on February 4, 2019.

(2) non-provisional application

(c) to be filed herewith; or
(d) bearing Application No. 16/528,145 and filed on July 31, 2019.

WHEREAS, Microbion Corporation, a corporation having its principal place of business at 5 West Mendenhall Street, Suite 202, Bozeman, MT 59715 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;

249065067 v1

- (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 the sole and lawful owner of 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.

249065067 v1

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 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 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.

249065067 v1

Date:	November 12, 2021	By: Brett Hugh James Baker
		8
Date:	October 20, 2021	By: Jeffrey W. Millard Jeffrey W. Millard

For and on behalf of ASSIGNEE:

Date: ______

By:

Name: Brett Hugh James Baker

Title: President and Chief

Innovation Officer Company: **Microbion Corporation**

249065067 v1