PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7631031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ALPHINITY, LLC	12/03/2020

RECEIVING PARTY DATA

Name:	REPLIGEN CORPORATION
Street Address:	41 SEYON STREET, BLDG 1
Internal Address:	SUITE 100
City:	WALTHAM
State/Country:	MASSACHUSETTS
Postal Code:	02453

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17147667

CORRESPONDENCE DATA

Fax Number:

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.

Phone: (919) 636-4767
Email: bbonneville@kdbfirm.com, docketing@kdbfirm.com
Correspondent Name: KDB FIRM PLLC
Address Line 1: 2601 WESTON PARKWAY
Address Line 2: SUITE 103
Address Line 4: CARY, NORTH CAROLINA 27513

ATTORNEY DOCKET NUMBER:	1580.00137D
NAME OF SUBMITTER:	ANTONIA DRAGOTTA
SIGNATURE:	/Antonia Dragotta/
DATE SIGNED:	11/07/2022

Total Attachments: 9
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made effective this 3rd day of December, 2020, by and between Alphinity, LLC, a Nevada limited liability company, and having a usual place of business at 1771 South Sutro Terrace, Carson City, NV 89706 ("Assignor") and Repligen Corporation, a Delaware corporation, and having a usual place of business at 41 Seyon Street, Building #1, Suite 100, Waltham, MA 02453 ("Assignee"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the Alphinity Intellectual Property (as defined in the Purchase Agreement), including (a) the patents and patent applications set forth on Exhibit A attached hereto and incorporated herein by reference (the "Patent Rights") and the inventions described and/or claimed in the Patent Rights and (b) the trademarks, trademark registrations and trademark applications and trade names set forth on Exhibit B attached hereto and incorporated herein by reference, together with the goodwill associated therewith or symbolized thereby (the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Equity and Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor agreed to assign, transfer, convey and deliver to Assignee certain of the assets of Assignor, including the Alphinity Intellectual Property;

WHEREAS, Assignor now wishes to assign the Alphinity Intellectual Property to Assignee, and Assignee desires to acquire the Alphinity Intellectual Property from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and to the Alphinity Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue and recover for all past, present and future infringements and other violations, of the Alphinity Patent Rights. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Alphinity Intellectual Property carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents, trademarks or by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

2. From and after the Closing Date, Assignor agrees to reasonably assist Assignee and its successors, assigns and legal representatives, upon Assignee's written request, to evidence, record, and perfect the assignment in Section 1 hereof and to provide such other reasonable assistance as might be required in connection with Assignee's efforts to obtain, record, maintain, enforce and defend the assigned Alphinity Intellectual Property. Assignee shall pay or reimburse Assignor for all reasonable expenses incurred by Assignor in connection with Assignor's provision of such assistance.

3. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, the Director of the United States Library of Congress Copyright Office, and the empowered

officials of all other governments whose duty it is to record patents, trademarks, copyrights, applications and title thereto, to record the Alphinity Intellectual Property and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

4. Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office, the Director of the United States Library of Congress Copyright Office, and the empowered officials of all other governments to issue patents, trademarks, copyrights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

5. Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: ALPHINITY, LLC

By: Michael Greaye
Name: Michael
Title: Managing Member

ASSIGNEE: REPLIGEN CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: ALPHINITY, LLC

By: _____
Name: Michael Gagne
Title: Manager

ASSIGNEE: REPLIGEN CORPORATION

DocuSigned by:
By: Tony Hunt
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Name: Tony J. Hunt
Title: President and Chief Executive Officer

Exhibit A

PATENT RIGHTS

Atty. Docket #	Title	Appln. Serial No./ Filing Date	Patent No./ Issue Date	Type/Location
ABIO-001	ENCAPSULATED VALVE SYSTEM	12/466,918 5/15/2009	8,235,067 8/7/2012	U.S. Non-Provisional (US)
ABIO-001.1	ENCAPSULATED VALVE SYSTEM	13/554,983 7/20/2012	8,656,951 2/25/2014	U.S. Non-Provisional (US)
ABIO-001.2	ENCAPSULATED VALVE SYSTEM	14/165,206 1/27/2014	9,447,888 9/20/16	U.S. Non-Provisional (US)
ABIO-001.3	ENCAPSULATED VALVE SYSTEM AND METHOD OF USE	15/252,134 8/30/16	10,234,044 3/19/19	U.S. Non-Provisional (US)
ABIO-001.4	ENCAPSULATED VALVE SYSTEM AND METHOD OF USE	16/267,997 2/5/19	N/A	U.S. Non-Provisional (US)
ABIO-001EP	ENCAPSULATED VALVE SYSTEM	10775392.3 5/11/2010	2432583 4/18/2018	EP (Belgium, Switzerland, Germany, Spain, France, G.B., Ireland)
ABIO-001KR	ENCAPSULATED VALVE SYSTEM	10-2011-7027072 11/14/2011	N/A	Korea (KR)
ABIO-001KR DIV	ENCAPSULATED VALVE SYSTEM	10-2017-7027166 9/26/17	10-1874275 6/27/18	Korea (KR)
ABIO-001KRDIV2	ENCAPSULATED VALVE SYSTEM	10-2018-7018130	10-1925889 11/30/18	Korea (KR)
ABIO-001SG	ENCAPSULATED VALVE SYSTEM	201108174-2 5/11/2010	175918 9/14/12	Singapore (SG)
ABIO-001WO	ENCAPSULATED VALVE SYSTEM	PCT/US2010/034371 5/11/2010	N/A	PCT
ABIO-003	METHOD AND DEVICE FOR OVERMOLDING UV-CURABLE MATERIAL OVER POLYMER INSERTS	61/871,752 8/29/2013	N/A	U.S. Provisional
ABIO-004	FLUID MONITORING DEVICE WITH DISPOSABLE INNER LINER WITH SENSOR INTEGRATION	61/897,531 10/30/2013	N/A	U.S. Provisional
ABIO-004WO	FLUID MONITORING DEVICE WITH DISPOSABLE INNER LINER WITH SENSOR INTEGRATION	PCT/US2014/62986 10/29/2014 [PCT of ABIO-004]	N/A	PCT
ABIO-005	FLUID MONITORING ASSEMBLY WITH SENSOR FUNCTIONALITY	61/928,905 1/17/2014	N/A	U.S. Provisional
ABIO-006WO	METHOD AND DEVICE FOR OVERMOLDING UV-CURABLE MATERIAL OVER POLYMER INSERTS	PCT/US2014/052383 8/22/2014 [PCT of ABIO-003]	N/A	PCT
ABIO-006TW	METHOD AND DEVICE FOR OVERMOLDING UV-CURABLE MATERIAL OVER POLYMER INSERTS	103129915 8/29/14	595182	Taiwan
ABIO-007	ENCAPSULATED SYSTEM FOR PRESSURIZED FLUID PROCESSES	62/094,829 12/19/2014	N/A	U.S. Provisional
ABIO-008	FLUID MONITORING ASSEMBLY WITH SENSOR FUNCTIONALITY	PCT/US2015/11791 1/16/2015 [PCT of ABIO-005]	N/A	PCT
ALPH-003	FLUID MONITORING ASSEMBLY WITH FLOW SENSOR	62/163,851 5/19/2015	N/A	U.S. Provisional
ALPH-004	FLUID PLUG FOR STERILE PROCESSES AND METHODS OF USING THE SAME	62/201,044 08/04/2015	N/A	U.S. Provisional
ALPH-005	FLEXIBLE TUBING MANAGEMENT SYSTEM FOR PHARMACEUTICAL AND BIOPROCESS APPLICATIONS	62/218,974 9/15/2015	N/A	U.S. Provisional

Atty. Docket #	Title	Appln. Serial No./ Filing Date	Patent No./ Issue Date	Type/Location
ALPH-006	VALVE ASSEMBLY WITH DIRECTIONAL FLOW PATH	62/236,007 10/1/15	N/A	U.S. Provisional
ALPH-007	MANUALLY OPERATED TOGGLE VALVE	62/248,497 10/30/2015	N/A	U.S. Provisional
ALPH-009PCT	ENCAPSULATED SYSTEM FOR PRESSURIZED FLUID PROCESSES	PCT/US2015/065901 12/15/16	N/A	PCT
ALPH-009CN	ENCAPSULATED SYSTEM FOR PRESSURIZED FLUID PROCESSES	ZL 2015800754887	ZL 2015800754887	China (CN)
ALPH-009EP	ENCAPSULATED SYSTEM FOR PRESSURIZED FLUID PROCESSES	15870912.1	N/A	EP
ALPH-009JP	ENCAPSULATED SYSTEM FOR PRESSURIZED FLUID PROCESSES	2017-533477	N/A	Japan (JP)
ALPH-009KR	ENCAPSULATED SYSTEM FOR PRESSURIZED FLUID PROCESSES	10-2017-7019594	N/A	Korea (KR)
ALPH-009SG	ENCAPSULATED SYSTEM FOR PRESSURIZED FLUID PROCESSES	11201704870V 12/15/2015	Waiting	Singapore (SG)
ALPH-009TW	ENCAPSULATED SYSTEM FOR PRESSURIZED FLUID PROCESSES	104142672 March 4, 2016	N/A	TW
ALPH-009US	ENCAPSULATED SYSTEM FOR PRESSURIZED FLUID PROCESSES	15/535,601 6/13/17	10,760,694 9/1/20	US
ALPH-009.1US	ENCAPSULATED SYSTEM FOR PRESSURIZED FLUID PROCESSES	16/994,436 8/14/20	N/A	US
ALPH-010EP	METHOD AND DEVICE FOR OVERMOLDING UV-CURABLE MATERIAL OVER POLYMER INSERTS	14838968.7 8/22/14 (Effective Filing Date)	3038812	EP
ALPH-010KR	METHOD AND DEVICE FOR OVERMOLDING UV-CURABLE MATERIAL OVER POLYMER INSERTS	10-2016-7007799 3/14/16	N/A	KR
ALPH-010SG	METHOD AND DEVICE FOR OVERMOLDING UV-CURABLE MATERIAL OVER POLYMER INSERTS	11201601255W 8/22/14 (Effective Filing Date)	N/A	SG
ALPH-010US	METHOD AND DEVICE FOR OVERMOLDING UV-CURABLE MATERIAL OVER POLYMER INSERTS	14/912,693 2/18/16	N/A	U.S. Non-Provisional
ALPH-011	ENCAPSULATED BALL JOINT SYSTEM FOR PRESSURIZED FLUID PROCESSES	62/312,363 3/23/16	N/A	U.S. provisional
ALPH-012US	FLUID MONITORING DEVICE WITH DISPOSABLE INNER LINER WITH SENSOR INTEGRATION	15/032,257 4/26/16	9,746,391	U.S. Non-Provisional (US)
ALPH-012.1US	FLUID MONITORING DEVICE WITH DISPOSABLE INNER LINER WITH SENSOR INTEGRATION	15/656,762 7/21/17	10,267,701 4/23/19	U.S. Non-provisional (US)
ALPH-012.2US	FLUID MONITORING DEVICE WITH DISPOSABLE INNER LINER WITH SENSOR INTEGRATION	16/275,189 2/13/19	10,502,650 12/10/19	U.S. Non-provisional (US)
ALPH-012EP	FLUID MONITORING DEVICE WITH DISPOSABLE INNER LINER WITH SENSOR INTEGRATION	14857877.6 10/29/14 (Effective Filing Date)	N/A	EP
ALPH-013WO	FLUID MONITORING ASSEMBLY WITH FLOW SENSOR	PCT/US2016/32895 5/17/2016	N/A	PCT

Exhibit A

Atty. Docket #	Title	Appln. Serial No./ Filing Date	Patent No./ Issue Date	Type/Location
ALPH-013EP	FLUID MONITORING ASSEMBLY WITH FLOW SENSOR	16797151.4 5/17/16	N/A	EP
ALPH-013SG	FLUID MONITORING ASSEMBLY WITH FLOW SENSOR	11201709219P 5/17/2016	11201709219P	Singapore (SG)
ALPH-013KR	FLUID MONITORING ASSEMBLY WITH FLOW SENSOR	10-2017-7036083 12/14/17	N/A	Korea (KR)
ALPH-013US	FLUID MONITORING ASSEMBLY WITH FLOW SENSOR	15/574,262 11/15/17	10,309,818 6/4/19	U.S. Non-Provisional (US)
ALPH-013US.1	FLUID MONITORING ASSEMBLY WITH FLOW SENSOR	16/393,551 4/24/19	10,557,739 2/11/20	U.S. Non-Provisional (US)
ALPH-013US.2	FLUID MONITORING ASSEMBLY WITH FLOW SENSOR	16/718,084 12/17/19	N/A	U.S. Non-Provisional (US)
ALPH-020US	FLUID MONITORING ASSEMBLY WITH SENSOR FUNCTIONALITY	15/111,779 7/14/16	10,215,597 2/26/19	U.S. Non-Provisional (US)
ALPH-020.1US	FLUID MONITORING ASSEMBLY WITH SENSOR FUNCTIONALITY	16/230,083 12/21/2018	10,451,451 10/22/19	U.S. Non-Provisional (US)
ALPH-020.2US	FLUID MONITORING ASSEMBLY WITH SENSOR FUNCTIONALITY	16/570,656 9/13/19	N/A	U.S. Non-Provisional (US)
ALPH-020SG	FLUID MONITORING ASSEMBLY WITH SENSOR FUNCTIONALITY	11201605760P 1/16/2015	11201605760P 11/4/19	Singapore (SG)
ALPH-020KR	FLUID MONITORING ASSEMBLY WITH SENSOR FUNCTIONALITY	10-2016-7021958 1/16/2015	N/A	Korea (KR)
ALPH-020EP	FLUID MONITORING ASSEMBLY WITH SENSOR FUNCTIONALITY	15737630.2 1/16/2015	3094960 7/31/19	EP (Switzerland, Germany, France, G.B., Ireland)
ALPH-020CN	FLUID MONITORING ASSEMBLY WITH SENSOR FUNCTIONALITY	2015800141676 September 14, 2016	ZL 2015800141676	China (CN)
ALPH-020AU	FLUID MONITORING ASSEMBLY WITH SENSOR FUNCTIONALITY	2015206311 July 15, 2016	2015206311	Australia (AU)
ALPH-021WO	FLUID PLUG FOR STERILE PROCESSES AND METHODS OF USING THE SAME	PCT/US2016/045414 August 3, 2016		PCT
ALPH-021US	FLUID PLUG FOR STERILE PROCESSES AND METHODS OF USING THE SAME	15/749,773 2/1/18	N/A	US
ALPH-022WO	FLEXIBLE TUBING MANAGEMENT SYSTEM FOR PHARMACEUTICAL AND BIOPROCESS APPLICATIONS	PCT/US2016/51714 September 14, 2016		PCT
ALPH-022CN	FLEXIBLE TUBING MANAGEMENT SYSTEM FOR PHARMACEUTICAL AND BIOPROCESS APPLICATIONS	3/14/18 2016800532299		China (CN)
ALPH-022EP	FLEXIBLE TUBING MANAGEMENT SYSTEM FOR PHARMACEUTICAL AND BIOPROCESS APPLICATIONS	9/14/16 16847224.9		Europe (EP)
ALPH-022JP	FLEXIBLE TUBING MANAGEMENT SYSTEM FOR PHARMACEUTICAL AND BIOPROCESS APPLICATIONS	3/12/18 2018-513355		Japan (JP)
ALPH-022KR	FLEXIBLE TUBING MANAGEMENT SYSTEM FOR PHARMACEUTICAL AND BIOPROCESS APPLICATIONS	4/11/18 10-2018-7010190		Korea (KR)
ALPH-022SG	FLEXIBLE TUBING MANAGEMENT SYSTEM FOR PHARMACEUTICAL AND BIOPROCESS APPLICATIONS	9/14/16 11201801785W		Singapore (SG)
ALPH-022US	FLEXIBLE TUBING MANAGEMENT SYSTEM FOR PHARMACEUTICAL AND BIOPROCESS APPLICATIONS	3/13/18 15/759,794	10,612,681 4/7/20	US

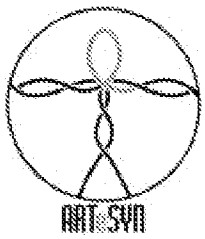
Exhibit A

Atty. Docket #	Title	Appln. Serial No./ Filing Date	Patent No./ Issue Date	Type/Location
ALPH-022.1US	FLEXIBLE TUBING MANAGEMENT SYSTEM FOR PHARMACEUTICAL AND BIOPROCESS APPLICATIONS	2/18/20 16/794,160		US
ALPH-023WO	VALVE ASSEMBLY WITH DIRECTIONAL FLOW PATH	PCT/US16/55016 September 30, 2016		PCT
ALPH-023AU	VALVE ASSEMBLY WITH DIRECTIONAL FLOW PATH	3/20/18 2016332061		Australia (AU)
ALPH-023CN	VALVE ASSEMBLY WITH DIRECTIONAL FLOW PATH	3/30/18 2016800573087		China (CN)
ALPH-023EP	VALVE ASSEMBLY WITH DIRECTIONAL FLOW PATH	9/30/16 16852791.9		Europe (EP)
ALPH-023JP	VALVE ASSEMBLY WITH DIRECTIONAL FLOW PATH	3/28/18 2018-516160		Japan (JP)
ALPH-023KR	VALVE ASSEMBLY WITH DIRECTIONAL FLOW PATH	4/26/18 10-2018-7011980		Korea (KR)
ALPH-023SG	VALVE ASSEMBLY WITH DIRECTIONAL FLOW PATH	9/30/16 11201802254R	11201802254R	Singapore (SG)
ALPH-023US	VALVE ASSEMBLY WITH DIRECTIONAL FLOW PATH	3/25/18 15/763,057	10,738,900 8/11/20	US
ALPH-023.1US	VALVE ASSEMBLY WITH DIRECTIONAL FLOW PATH	7/15/20 16/930,300		US
ALPH-027	ENCAPSULATED BALL JOINT SYSTEM FOR PRESSURIZED FLUID PROCESSES	PCT/US2017/23673	N/A	PCT
ALPH-027US	ENCAPSULATED BALL JOINT SYSTEM FOR PRESSURIZED FLUID PROCESSES	16/087,424 9/21/18		US
ALPH-027SG	ENCAPSULATED BALL JOINT SYSTEM FOR PRESSURIZED FLUID PROCESSES	11201808107U 9/19/18		SG

Exhibit A

Exhibit B

TRADEMARKS

Docket Number	Mark	Registration No.	Serial No.	Location
ALPH-014TM	**ARTESYN**	3978714 6/14/11	77/788,968	U.S.
ALPH-015TM		3978716 6/14/11	77/789,245	U.S.
ALPH-016TM	**ARTEPRENE**	4088763 1/17/12	85/139,346	U.S.
ALPH-017TM	**ARTEFLEX**	4088761	85/139,342	U.S.
ALPH-018TM	**ARTESIL**	4088762 1/17/12	85/139,345	U.S.
ALPH-019TM	**ARTELINK**	4088777 1/17/12	85/143,689	U.S.
ALPH-008TM	**XO**	5,247,059 7/18/17	86/795,265	U.S.
ALPH-008EU	**XO**	Registered 015313216 August 10, 2016	015313216	Europe
ALPH-008SG	**XO**	Registered 4/20/16	40201606839U	Singapore
ALPH-024	**THE ART OF SYNGLE USE**	5371203 1/2/18	87/204,310	U.S.
ALPH-030TM	**STEAM2**	N/A	88/260,503	U.S.