

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7949542

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GLANBIA NUTRITIONALS (IRELAND) LIMITED	07/05/2020
RECEIVING PARTY DATA	
Name:	GLANBIA NUTRITIONALS LIMITED
Street Address:	GLANBIA HOUSE
City:	KILKENNY
State/Country:	IRELAND
Postal Code:	R95 E866
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	10392645
Patent Number:	11425924
Patent Number:	7919589
Patent Number:	9222117
Patent Number:	8637102
Patent Number:	7399496
CORRESPONDENCE DATA	
Fax Number:	(952)876-4098
<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:	9528764091
Email:	docketing@vhpmllaw.com, luhlenkott@vhpmllaw.com
Correspondent Name:	VIKSINIS HARRIS PADYS MALEN LLP
Address Line 1:	7900 INTERNATIONAL DRIVE
Address Line 2:	SUITE 410
Address Line 4:	BLOOMINGTON, MINNESOTA 55425
ATTORNEY DOCKET NUMBER:	17097.000001
NAME OF SUBMITTER:	LYNDA UHLENKOTT
SIGNATURE:	/LYNDA UHLENKOTT/
DATE SIGNED:	05/11/2023

Total Attachments: 15

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DATED 5 JULY 2020

(1) GLANBIA NUTRITIONALS (IRELAND) LIMITED

AND

(2) GLANBIA NUTRITIONALS LIMITED

DEED OF ASSIGNMENT (IP)

GL100/005/AC#35411916.1

PATENT
REEL: 063616 FRAME: 0588

THIS DEED OF ASSIGNMENT is dated 5 July 2020 (the “**Assignment**”)

BETWEEN:

- (1) **GLANBIA NUTRITIONALS (IRELAND) LIMITED**, a private limited liability company incorporated and existing under Irish law, having its registered office at Glanbia House, Kilkenny, R95 E866, Ireland and registered with the Companies Registration Office under registration number 12332 (“**Assignor**”); and
- (2) **GLANBIA NUTRITIONALS LIMITED**, a company incorporated in Ireland with registered number 655217 and having its registered office at Glanbia House, Kilkenny, R95 E866 (“**Assignee**”);

(each a “**Party**” and together the “**Parties**”)

BACKGROUND:

- (A) In accordance with the Hivedown Agreement, the Assignor has agreed to dispose of, and the Assignee has agreed to acquire, the Assigned GN IP.
- (B) Accordingly, the Assignor now wishes to assign to the Assignee the Assigned GN IP.

AGREED TERMS:

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment. Any defined terms used in this Assignment that are not defined below shall have the meaning given to them in the Hivedown Agreement.

“**Assigned GN IP**” means all Intellectual Property Rights owned, used by or licensed-to Assignor in, or in connection with, the Business including but not limited to the specific rights which are listed in Schedule 1;

“**Business**” means the business-to-business (‘B2B’) international nutritional solutions and nutritional products business owned and operated by Assignor known as ‘Glanbia Nutritionals’;

“**Domain Names**” means the domain names, the details of which are set out in Schedule 1 Part A;

“**Hivedown Agreement**” means the agreement dated 5 July 2020 and entered into between (1) Assignor; (2) Assignee and (3) Glanbia GNPN Holding Limited;

“**Intellectual Property Rights**” means all intellectual property rights including patents (including supplementary protection certificates) (including the Patents), registered designs, utility models, design rights, trade marks (including the Trade Marks), service marks, trade names, business names, topography rights, copyright and related rights (including copyright in computer programs) database rights, inventions, Know-How, get-up, confidential information, trade secrets, internet designations, the Domain Names, moral rights and database rights and all other intellectual property and neighbouring rights and rights of a similar or corresponding character (including all associated goodwill), whether or not the same are registered or capable of registration, and all applications for, or for the protection of, any of the foregoing;

“Know-How” means all information and techniques (which are not publicly known) held in any form (including, without limitation, paper, electronically stored data, magnetic media, film and microfilm) including, without limitation, that comprised in or derived from drawings, data, reports, project reports, manufacturing and production processes, formulations, specifications, testing procedures, test results, component lists, instructions, manuals, brochures, catalogues and process descriptions, market forecasts, lists and particulars of customers and suppliers;

“Patents” means the patents, the details of which are set out in Schedule 1 Part B;

“Trade Marks” means the registered and unregistered trade marks, the details of which are set out in Schedule 1 Part C.

- 1.2 Schedule 1 forms part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes Schedule 1.
- 1.3 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time.
- 1.5 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. **Assignment**

In consideration of the sum of €10 (the receipt and sufficiency of which is hereby acknowledged by the Assignor) the Assignor **HEREBY TRANSFERS, ASSIGNS AND CONVEYS** all of its right, title and interest in and to the Assigned GN IP to the Assignee, together with all statutory and common law rights and goodwill therein, wherever in the world, together with all the rights of action, powers and benefits belonging to the same, including the right to bring, make, oppose, defend, appeal and obtain relief for (and to retain any damages recovered) in respect of any proceedings, claims or actions for infringement, or any other cause of action arising from ownership, of any of the Assigned GN IP whether occurring before, on or after the date of this Assignment.

3. **Further assurance**

The Assignor shall from time to time execute and perform all such acts, deeds and documents and afford to Assignee such assistance, including in respect of the execution of documents or taking of any steps by any third party, as Assignee may reasonably require for the purpose of vesting in the Assignee the full benefit of its right, title and interest in and to the Assigned GN IP to the Assignee under this Assignment, in accordance with Clause 5 of the Hivedown Agreement.

4. **Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. **Variation**

No variation of this Assignment shall be effective unless it is in writing and executed by the Parties.

6. **Severance**

6.1 If any court or competent authority finds that any provision of this Assignment (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Assignment shall not be affected.

6.2 If any invalid, unenforceable or illegal provision of this Assignment would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

7. **Counterparts**

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment but all the counterparts shall together constitute the same Assignment.

8. **Notices**

Any notice required to be given under this Assignment shall be in writing and shall be delivered personally, by pre-paid post, by commercial courier or by email, to each Party required to receive the notice as set in the Hivedown Agreement.

9. **Governing law and jurisdiction**

9.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

9.2 The Parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Part A: Domain Names

Domain Name

bioferrin.com
Glanbiabars.co.uk
glanbiacollaborates.com
glanbiaecolac.com
glanbiafoods.co.uk
glanbiafoods.ie
glanbiainnovation.com
Glanbiainnovationnetwork.com
glanbianextgenerationgrains.com
Glanbiapowders.co.uk
Glanbiapowders.com
Kortusfood.de
oatiful.co.uk
beta-bagel.com
beta-bagel.net
beta-bagel.us
betabagel.com
betabagel.net
betabagel.us
dailyvaluechanges.com
dailyvaluechanges.net
dailyvaluechanges.us
dvchanges.com
dvchanges.us
edibleglitter.com
edibleglitter.fun
edibleglitter.net
edibleglitter.org
edibleglitter.site
edibleglitter.store
edibleglitter.website
factslabelchanges.com
factslabelchanges.net
factslabelchanges.us
factspanelchanges.com
factspanelchanges.net
factspanelchanges.us
foodgradeedibeglitte.net
foodgradeedibleglitter.com
foodgradeedibleglitter.store
glutenone.com
labelchanges.com
labelchanges.net
labelchanges.news

labelchanges.us
mightystrong.us
mywatsonfamily.com
naturaledibleglitter.com
naturaledibleglitter.net
naturaledibleglitter.store
nutri-knowledge.com
nutri-knowledge.info
nutri-knowledge.net
nutri-knowledge.org
nutriknowledge.info
nutriknowledge.net
nutritionfactpanelchanges.us
nutritionfactslabelchanges.com
nutritionfactslabelchanges.net
nutritionfactslabelchanges.us
nutritionfactspanelchanges.com
nutritionfactspanelchanges.net
officialedibleglitter.com
officialedibleglitter.net
officialedibleglitter.store
ourwatsonfamily.com
panelchanges.com
panelchanges.net
panelchanges.us
polymer-films.com
polymerfilm.com
readedibleglitter.com
readedibleglitter.net
readedibleglitter.store
soft-n-might.us
soft-n-mighty.com
soft-n-mighty.net
spraydryingisawesome.com
vitaboost.us
vitaboost10.com
vitaboost10.net
vitaboost10.us
wat-data.com
wat.life
watson-bakery.com
watson-film.com
watson-films.com
watson-foods.com
watson-health.com
watson-inc.com
watson-inc.live
watson-nutritional.com

watson-nutritionals.com
 watsonbakery.com
 watsonfoods.com
 watsonfoods.info
 watsonnutritional.com
 watsonspecialty.com
 watsonspecialtysales.com

Part B: Patents

Technology/Title of Application or Patent	Countries and Patent Numbers
Prolibra Compositions and Methods for Treatment of Body Weight Conditions	U.S. Patent Number 7,790,670
	Japanese Patent Registration Number 5586815
	Canadian Patent Number 2,477,854
Wound Care - Biotol Compositions for Disrupting and Inhibiting Reconstitution of Wound Biofilm	Canadian Patent Number 2,630,147
	European Patent Number 1,968,627B1 -nationalized in, France, Germany, Ireland, Italy, UK
	European Patent Number 2815754B1 -nationalized in UK, Germany, France, Italy, Ireland
	Australian Patent Number 2006318655B2
Leucine Peptides Leucine-Rich Peptide Compositions and Methods for Isolation	U.S. Patent Number 9,222,117
	European Patent Number 2,274,002B1 -nationalized in Ireland, UK, Germany, France, Netherlands
	China 102014947B
	Canada 2,719,857
	Australian Patent Number 2009228250
	Japanese Patent Number 5,750,039B Japanese Patent Number 6227519
Acidified Whey Acidified Whey Protein Compositions and Methods for Making Them	U.S. Patent Number 8,637,102

PepForm Leucine/Peptide Composition and Method of Formulation	European Patent Number 2,533,791
Hydrolyzed Whey Hydrolyzed Whey Protein Compositions	U.S. Patent Number 7,399,496
Endotoxin-Free Lactoferrin Method for Removing Endotoxin from Proteins	U.S. Patent Number 7,919,589
	U.S. Patent Number 8,138,150
	U.S. Patent Number 8,778,662
	U.S. Patent Number 9,738,882
	European Patent Number EP2650302B1 -nationalized in UK, Germany, France, Italy, Ireland
	European Patent Number EP2173770B1 EP2650302B -nationalized in France, Germany, Ireland, Italy, UK
	European Patent Number EP15156532B1 -nationalized in Ireland, France, and Denmark
	Australian Patent Number 2008274969
	Australian Patent Number 2014201943
	New Zealand Patent Number NZ583234
	Japanese Divisional Patent Application Number 2014162274 Canada 2,696,145
High-Protein Beverages High-Protein Beverages Comprising Whey Protein	Japanese Patent Number 6341886B
	Australian Patent Number 2011279789
	New Zealand Patent 607274
Pet Food Pet Food Composition	Canadian Patent Number 2,827,431

Egg Replacer Multi-Purpose Ingredient for Bakery and Other Products	Indian Patent Number 311190
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PENDING APPLICATIONS

Technology/Title of Application or Patent	Countries & Pending Application Numbers
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PepForm Leucine/Peptide Composition and Method of Formulation	U.S. Application Number 12/975,179
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High-Protein Beverages High-Protein Beverages Comprising Whey Protein	U.S. Application Number 13/185,474
	European Application Number 2011810233
	Japanese Divisional 2015-118864
	New Zealand (divisional application) 709484
Pet Food Pet Food Composition	U.S. Application Number 13/356,616
Egg Replacer Multi-Purpose Ingredient for Bakery and Other Products	U.S. Patent Application Number 14/148,722
	European Application Number EP2014735333
Transglutaminase Treatment Method for Improving Viscosity, Solubility, and Particle Size of Milk Protein Concentrate	European Patent Application Number EP2014740328
	Canadian Patent Application Number 2,898,281
	New Zealand Patent Application 719080

Casein Micelles Product and Method for Improving Bioavailability of Therapeutic Compounds	Canadian Patent Application Number 2,911,020
Greek Yogurt Whey Fermented Flavoring System Derived from Greek Yogurt Processing	U.S. Patent Application Number 14/162,804
	Canadian Application Number 2,871,643
Cheese Forming Forming Device and Method	U.S. Patent Application Number 15/001,204
Fermented Whey Method for Making a Fermented Whey Protein Product	U.S. Application No. 15/567,054 PCT Application Number PCT/US16/28174 -Canadian Application Number 2,983,018 -Japanese Patent Application No. 2017-554374
Whey Protein/Enzyme Hydrolysate Powder Protein Hydrolysate and Method for Making a Protein Hydrolysate	U.S. Application Number 16/551,598
Whey Protein Hydrolysate Whey Protein Hydrolysate, Method for Making, and Use	U.S. Application Number 15/284,368 PCT Application Number PCT/US16/55191 -European Patent Application No. 2016852836 -Canadian Patent Application 3000841
WPI from High-fat WPC Method for Defatting Whey Protein Concentrate and Producing Whey Protein Isolate	U.S. Application Number 15/338,439 PCT Application Number PCT/US16/59765 -European Patent Application No. 2016861053 -Canadian Patent Application No. 3003735
Protein Agglomeration Agglomerated Protein Products and Method for Making	U.S. Application Number 15/705,192 PCT Application Number PCT/US17/51657 -Canadian Application Number 3036967 -Japan 2019-535221

	-Europe 17851564
Sprouted Fermented Seed Method for Producing Food-Safe Sprouted Seed Products	U.S. Application Number 15/832,758
Cheese Powder from Freeze-Dried Cheese Powdered Cheese Method and Product	U.S. Application No. 15/832,741 PCT Application No. PCT/US17/64772
Tru-Cal Process Cheese Method for Making a Heat-Treated Cheese	U.S. Application No. 16/343,770 U.S. Application No. 16/391,200 PCT Application No. PCT/US17/57921 -Mexico Mx/a2019/004531 -Europe 17862639 -Brazil 1120190080376 -Canada 3041385 -China 201780065317 -Japan 2019-521069
Process-like Cheese Using Phospholipase Methods for Making Heat-Treated Cheese	U.S. Patent Application No. 16/763,072 PCT Application No. PCT/US18/58795 <i>[Application numbers awaited from the countries in which national stage applications have been filed]</i>
Shelf-Stable Creatine Shelf-Stable Nitrogenous Organic Acid Compositions	U.S. Patent Application No. 16/164,762 PCT Application No. PCT/US18/56591 -Europe 18869052 -Korea 10-2020-7014149 -Vietnam 1-2020-02761 -China 20188068339 -Australia 2018351158 -Canada 3079527
Cookie Dough Whey Protein-Based Cookie Doughs and Cookie Products	U.S. Patent Application No. 16/116,743
Slow-Release Leucine Composition and Method for Controlled-Release of Leucine	U.S. Patent Application No. 16/248,624 PCT Application No. PCT/US19/13612
Flavor Particles Agglomerated Flavor Composition	U.S. Patent Application No. 16/512,347 PCT Application No. PCT/US19/41885

Puffed Cheese Product and Method	U.S. Provisional Patent Application No. 63/026,980
Shelf-Stable High-Protein Yogurt Products	U.S. Provisional Patent Application No. 63/009,553
Method for Making Cheese from Ultra-filtered Milk	U.S. Provisional Patent Application No. 62/993,057
Meat Substitute & Method for Making a Meat Substitute	U.S. Provisional Patent Application No. 62/986,755
Textured Plant Protein Product and Method	U.S. Provisional Patent Application No. 62/947,504
High-Protein Yogurt Products	U.S. Provisional Patent Application No. 62/946,924
Meat Substitute and Method for Making a Meat Substitute	U.S. Provisional Patent Application No. 62/946,903

Transglutaminase Treatment Method for Improving Viscosity, Solubility, and Particle Size of Milk Protein Concentrate	Australian Patent Application Number 2014207624
Casein Micelles Product and Method for Improving Bioavailability of Therapeutic Compounds	U.S. Patent Number 9,452,146
	Australian Patent Application Number 2014232456
	European Patent Application Number EP2014762887
Creatine Compositions and Methods for Improving Creatine Solubility and Stability	U.S. Application Number 9,445,622

Greek Yogurt Whey Fermented Flavoring System Derived from Greek Yogurt Processing	Australian Patent 2013251338
	New Zealand 702371 New Zealand 721239

Flax Milling Method of Manufacturing Full Fat Milled Flax Seed	U.S. Patent Number 6,368,650 Canadian Patent Number 2,317,997
Flax Seed Selection High-Lignan Flaxseed Product and Product by Process	U.S. Patent Number 7,048,960
Flaxseed Hull Processing Methods of Increasing Flaxseed Hull Recovery and Resultant Flax Products	U.S. Patent number 7,595,078
Whey Protein/Enzyme Hydrolysate Powder Protein Hydrolysate and Method for Making a Protein Hydrolysate	U.S. Patent Number 10,392,645

Part C: Trade Marks¹

BETACLEAR
 DO CON
 EDIBLE GLITTER
 NUTRI-NATURE
 SOFT N' MIGHTY
 VITABOOST10
 VITAL MIX

¹ Note: the schedule of registered trade marks attached to Yvonne's email of 1 July 2020 16:10 is the same schedule of marks owned by PLC that are assigned in the Assignment between PLC and Glanbia Nutritionals Limited. Common law trade mark listed here – are these relevant?

IN WITNESS whereof the Parties hereto have executed this Assignment as a deed on the date first written above.

GIVEN under the common seal of
GLANBIA NUTRITIONALS (IRELAND)
LIMITED
and **DELIVERED** as a **DEED**:

Director

A handwritten signature in cursive script, appearing to read "Sean Fogarty", written over a horizontal line.

GIVEN under the common seal of
GLANBIA NUTRITIONALS LIMITED
and **DELIVERED** as a **DEED**:

Director

A handwritten signature in cursive script, appearing to read "Sean Fogarty", written over a horizontal line.