

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8129201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROSE ACRE FARMS, INC.	06/25/2020
RECEIVING PARTY DATA	
Name:	EGGLIFE FOODS, INC.
Street Address:	1657 W. TIPTON STREET
City:	SEYMOUR
State/Country:	INDIANA
Postal Code:	47274
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17135838
CORRESPONDENCE DATA	
Fax Number:	(317)237-1000
<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:	3172370300
Email:	intead@faegredrinker.com
Correspondent Name:	FAEGRE DRINKER BIDDLE & REATH LLP
Address Line 1:	300 N. MERIDIAN STREET
Address Line 2:	SUITE 2500
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	RAF-0002-05-US
NAME OF SUBMITTER:	KAITLIN M. HINKLEY
SIGNATURE:	/Kaitlin M. Hinkey/
DATE SIGNED:	08/23/2023
Total Attachments: 6	
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**CONFIRMATORY ASSIGNMENT OF
RIGHTS IN INTELLECTUAL PROPERTY**

This Confirmatory Assignment of Rights in Intellectual Property (this "Assignment") is made effective as of June 25 2020 ("Effective Date"), among Egglife Foods, Inc., an Indiana corporation ("Company"), Rose Acre Farms, Inc., an Indiana corporation ("Rose Acre"), and Peggy Johns, an individual resident of Indiana ("Johns").

WHEREAS Johns, while an employee of Rose Acre, invented certain improvements in the processing of eggs and egg constituents to manufacture egg-based food products;

WHEREAS in consideration for the assignment of her inventions to Rose Acre Johns was promised ownership of shares in the Company;

WHEREAS Rose Acre formed the Company for the purpose of commercializing the egg-based food products; and

WHEREAS Johns' ownership of shares in the Company is set forth in that certain Company Shareholder's Agreement effective June 25, 2020.

NOW THEREFORE, in consideration of the aforementioned promises and shares, the covenants and obligations undertaken herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Johns, Rose Acre, and the Company agree as follows:

1. Johns confirms and declares that she intended to and did prior to June 25, 2020, assign, convey, transfer, and deliver to Rose Acre her entire worldwide rights, title and interest in, to, and under the patent applications and patents set forth in Schedule A attached hereto and incorporated by reference, the inventions disclosed therein, and any and all priority rights arising from any one or more of them (collectively, "Intellectual Property");

2. Rose Acre confirms and declares that Rose Acre intended to and did prior to the Effective Date, assign, convey, transfer, and deliver to the Company its entire worldwide rights, title and interest in, to, and under the Intellectual Property.

3. To the extent of Johns' remaining rights in the Intellectual Property, if any, Johns hereby assigns, conveys, transfers, and delivers to the Company her worldwide rights, title and interest in, to, and under the Intellectual Property, in any form or embodiment thereof including improvements thereto, and any applications for industrial property protection in any country based on the inventions including, without limitation, inventor's certificates, utility models, copyright, and design patent applications, all reissues, reexaminations, divisions, continuations, continuations-in-part, substitute applications, renewals, extensions of any patent applications based on the Intellectual Property, in any country, and all forms of legal and equitable rights in and to any of the foregoing under the laws of any government authority or any country or jurisdiction, including all benefits, privileges, causes of action, claims and remedies arising out of or relating to the foregoing, including all rights to sue at law or in equity for any past, present, and

future infringement, abuse, misappropriation, violation, or other impairment thereof, and all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license, assignment, or other disposition thereof, for no additional consideration.

4. Johns hereby represents, covenants and warrants that she has the full right to convey the interest herein assigned, free and clear of any encumbrance and that she has not executed, and will not execute, any agreement in conflict herewith.

5. Johns shall execute any lawful document and shall testify as to any material fact or thing which the Company may deem necessary in order to secure unto the Company the rights herein confirmed or assigned, the same to be done without any further consideration at the Company's expense. This Assignment shall be binding upon the successors and assigns of Johns and inure to the benefit of the successors and assigns of the Company.

6. Johns, Rose Acre and the Company hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other forms of industrial property on applications as aforesaid, to issue the same to the Company, as the assignee of the entire interest in the Intellectual Property.

7. This Assignment shall be construed, interpreted and applied in accordance with the laws of the State of Indiana, United States of America, without regard to its conflicts of laws principles.

8. This Assignment may be amended or modified only by a written instrument signed by each party.

9. The Company hereby accepts the assignment of rights from Johns.

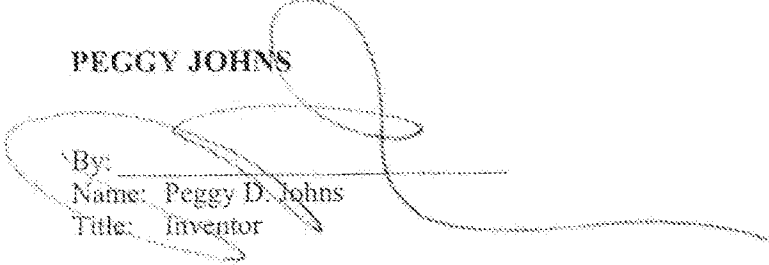
10. The Company hereby accepts the assignment of rights from Rose Acre.

11. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same document. Electronic or facsimile signatures are intended to be binding as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Johns, the Company, and Rose Acre have duly executed or have caused this Assignment to be executed as of the Effective Date.

PEGGY JOHNS

By: 
Name: Peggy D. Johns
Title: Inventor

ROSE ACRE FARMS

By: _____
Name: Marcus Rust
Title: Chief Executive Officer

EGGLIFE FOODS, INC.

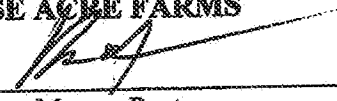
By: _____
Name: David Kroll
Title: Chief Executive Officer

IN WITNESS WHEREOF, Johns, the Company, and Rose Acre have duly executed or have caused this Assignment to be executed as of the Effective Date.

PEGGY JOHNS

By: _____
Name: Peggy D. Johns
Title: Inventor

ROSE ACRE FARMS

By:  _____
Name: Marcus Rust
Title: Chief Executive Officer

EGGLIFE FOODS, INC.

By: _____
Name: David Kroll
Title: Chief Executive Officer

IN WITNESS WHEREOF, Johns, the Company, and Rose Acre have duly executed or have caused this Assignment to be executed as of the Effective Date.

PEGGY JOHNS

By: _____
Name: Peggy D. Johns
Title: Inventor

ROSE ACRE FARMS

By: _____
Name: Marcus Rust
Title: Chief Executive Officer

EGGLIFE FOODS, INC.

By: AKVM 7-17-20
Name: David Kroll
Title: Chief Executive Officer

Schedule A

Patent Applications and Patents

Case Ref.	Title	Application No.	Application Date	Status	Jurisdiction	
RAF-0001-01-US	EGG WHITE PRODUCT AND METHOD OF MAKING AN EGG WHITE PRODUCT	62/417,679	11/4/2016	Converted	USA	
RAF-0001-02-US		62/470,709	3/13/2017	Converted	USA	
RAF-0001-03-US		62/554,597	9/6/2017	Converted	USA	
RAF-0001-04-US	PROTEIN-RICH FOOD PRODUCT AND METHOD OF MAKING A PROTEIN-RICH FOOD PRODUCT (TRACK 1)	15/833,653	12/6/2017	Issued	USA	
RAF-0001-05-US		15/246,951	1/14/2019	Pending	USA	
RAF-0001-01-WO		PCT/US2017/060022	11/3/2017	Completed	PCT	
RAF-0001-01-AU		2017355522	11/3/2017	Pending	Australia	
RAF-0001-01-BR		BR112019009044-4	11/3/2017	Pending	Brazil	
RAF-0001-01-CA		3,042,705	11/3/2017	Pending	Canada	
RAF-0001-01-CN		201780076467.3	11/3/2017	Pending	China	
RAF-0001-01-EA		201991061	11/3/2017	Pending	Eurasia	
RAF-0001-01-EP		17867522.9	11/3/2017	Pending	Europe	
RAF-0001-01-ID		PI0201904324	11/3/2017	Pending	Indonesia	
RAF-0001-01-IN		201917021059	11/3/2017	Pending	India	
RAF-0001-01-JP		2019-545712	11/3/2017	Pending	Japan	
RAF-0001-01-MX		MX/a/2019/005238	11/3/2017	Pending	Mexico	
RAF-0002-01-US		EGG FOOD PRODUCT AND METHOD OF MAKING AN EGG FOOD PRODUCT	62/473,676	3/20/2017	Converted	USA
RAF-0002-02-US			62/554,598	9/6/2017	Converted	USA
RAF-0002-03-US	62/645,761		3/20/2018	Converted	USA	
RAF-0002-04-US	16/077,432		3/20/2018	Pending	USA	
RAF-0002-01-WO	PCT/US2018/023434		3/20/2018	Completed	USA	
RAF-0002-01-AU	2018240191		3/20/2018	Pending	Australia	
RAF-0002-01-BR	112019019547-5		3/20/2018	Pending	Brazil	
RAF-0002-01-CA	3,057,467		3/20/2018	Pending	Canada	
RAF-0002-01-CN	201880020066.3		3/20/2018	Pending	China	
RAF-0002-01-EA	201992221		3/20/2018	Pending	Eurasia	
RAF-0002-01-EP	18771097.5		3/20/2018	Pending	Europe	
RAF-0002-01-ID	P-00201909173		3/20/2018	Pending	Indonesia	
RAF-0002-01-IN	201917040689		3/20/2018	Pending	India	
RAF-0002-01-JP	2020-501415		3/20/2018	Pending	Japan	
RAF-0002-01-MX	MX/a/2019/011165		3/20/2018	Pending	Mexico	