

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kentucky BioProcessing, LLC		01/02/2014	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	KBP Acquisition, Inc.		
Street Address:	410 North Main Street		
Internal Address:	c/o Reynolds American Inc.		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2550504	GENEWARE	
Registration Number:	1837599	GENEWARE	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Nancy L. Hoffman		
Address Line 1:	Jones Day		
Address Line 2:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	559037-610019		
NAME OF SUBMITTER:	Nancy L. Hoffman		

CH \$65.00 2550504

Signature:	/NANCY L. HOFFMAN/
Date:	01/09/2014
Total Attachments: 5 source=KBP Trademark Assignment#page1.tif source=KBP Trademark Assignment#page2.tif source=KBP Trademark Assignment#page3.tif source=KBP Trademark Assignment#page4.tif source=KBP Trademark Assignment#page5.tif	

**ASSIGNMENT AGREEMENT**

This ASSIGNMENT AGREEMENT (this "Assignment Agreement"), dated January 2, 2014, is entered into by and between KBP Acquisition, Inc., a North Carolina corporation ("Purchaser"), and Kentucky BioProcessing, LLC, a Kentucky limited liability company ("Seller").

**RECITALS:**

A. Pursuant to the Asset Purchase Agreement, dated as of December 10, 2013 (the "APA"), by and between Purchaser and Seller, and joined for limited purposes by Reynolds American Inc., a North Carolina corporation, and Owensboro Health, Inc., a Kentucky nonprofit corporation, and subject to the terms and conditions set forth therein, Seller has agreed, among other things, to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser agreed to assume from Seller all of Seller's right, title and interest in, to and under the Seller Intellectual Property, as more fully described in the APA.

B. The Seller Intellectual Property includes all right, title and interest of Seller in, to and under the trademarks set forth on Schedule A hereto, including all goodwill related to any of the foregoing and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, misappropriation or other violation of any of the foregoing (the "Transferred Trademarks").

C. Seller and Purchaser have entered into this Assignment Agreement as evidence of such sale, transfer, assignment, conveyance and delivery to Purchaser of the Transferred Trademarks and for the purpose of recording the sale, transfer, assignment, conveyance and delivery to Purchaser of Transferred Trademarks with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Defined Terms. All capitalized terms used herein will have the respective meanings given to such terms in the APA, unless otherwise expressly defined herein.
2. Assignment. Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser all of Seller's right, title and interest in, to and under all of the Transferred Trademarks.
3. Binding Effect. This Assignment Agreement and all of the provisions hereof will be binding upon Purchaser and its successors and permitted assigns and will inure to the benefit of Seller and its successors and permitted assigns.
4. Further Assurances. Seller agrees to execute such further documentation and perform such further actions requested by Purchaser, including without limitation, any actions or documents required by the United States Patent and Trademark Office or

applicable foreign trademark offices, to document, record, or perfect the assignment herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Transferred Trademarks in Purchaser.

5. APA. This Assignment Agreement is executed and delivered in connection with the APA, and is subject to every agreement, representation, warranty, indemnity, covenant and provision contained in the APA. In the event of any ambiguity, conflict or inconsistency between the terms of this Assignment Agreement and the terms of the APA, the terms of the APA will govern and control. The parties hereto acknowledge and agree that all agreements, representations, warranties, indemnities, covenants and provisions contained in the APA are not superseded hereby but will remain in full force and effect to the extent provided therein. This Assignment Agreement is not intended to, and does not, create any more expansive obligations of the parties hereto than those contemplated by the APA.

6. Governing Law. This Assignment Agreement and the legal relations among the signatories hereto will be governed by and construed in accordance with the substantive Laws of the State of North Carolina, without giving effect to the principles of conflict of laws thereof.

7. Titles and Headings. Titles and headings to sections herein are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same agreement. This Assignment Agreement will become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

**KBP ACQUISITION, INC.**



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Name: McDara P. Folan, III  
Title: President and Secretary

**KENTUCKY BIOPROCESSING, LLC**

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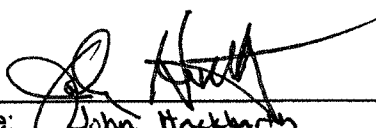
Name:  
Title:

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

**KBP ACQUISITION, INC.**

\_\_\_\_\_  
Name:  
Title:

**KENTUCKY BIOPROCESSING, LLC**

  
\_\_\_\_\_  
Name: John Harkness  
Title: Vice President, Secretary and Treasurer

**Schedule A**

<b>Country</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
U.S.	GENEWARE	2,550,504	3/19/2002	Kentucky Bioprocessing, LLC
U.S.	GENEWARE	1,837,599	5/31/1994	Kentucky Bioprocessing, LLC

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