

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537207

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OSPREY BIOTECHNICS, INC.		08/01/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PHIBRO ANIMAL HEALTH CORPORATION		
<b>Street Address:</b>	300 Frank W. Burr Boulevard, Suite 21		
<b>City:</b>	Teaneck		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07666		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3978695	BIOBLITZEN	
<b>Registration Number:</b>	2071927	BIOONE	
<b>Registration Number:</b>	2023643	HUNGRY BACTERIA	
<b>Registration Number:</b>	1719744	M	
<b>Registration Number:</b>	3883639	INNOVATIVE MICROBIALS	
<b>Serial Number:</b>	88087828	MICROGROW	
<b>Registration Number:</b>	1409079	MUNOX	
<b>Registration Number:</b>	3549835	MUNOX	
<b>Registration Number:</b>	2387704	PETROX	
<b>Registration Number:</b>	5608678	BIOD	
<b>Registration Number:</b>	5509192	MICROLIFE ENRICH	
<b>Registration Number:</b>	5250281	AGRONOMICAL MICROBIALS	
<b>Registration Number:</b>	4613333	ABUNDANCE	
<b>Registration Number:</b>	4956690	CLEANCHOICE	
<b>Registration Number:</b>	4823696	PROFIN	
<b>Registration Number:</b>	4810428	BIO FSE	
<b>Registration Number:</b>	4740917	MICROLIFE	
<b>Registration Number:</b>	4703835	BIOPLUMBER QSR	
<b>Registration Number:</b>	4227894	PIT BOSS	
<b>TRADEMARK</b>			

CH \$565.00 3978695

Property Type	Number	Word Mark
Registration Number:	4176805	MRS. G'S CLEAN SOLUTIONS
Registration Number:	4649801	MICROLIFE
Registration Number:	3013986	BACILOX

**CORRESPONDENCE DATA**

**Fax Number:** 97-5972400  
*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:** 9735972500  
**Email:** lstrademark@lowenstein.com  
**Correspondent Name:** Vanessa A. Ignacio, Esq.  
**Address Line 1:** Lowenstein Sandler LLP  
**Address Line 2:** One Lowenstein Drive  
**Address Line 4:** Roseland, NEW JERSEY 07068

<b>ATTORNEY DOCKET NUMBER:</b>	36723.2
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio, Esq.
<b>SIGNATURE:</b>	/Vanessa A. Ignacio/
<b>DATE SIGNED:</b>	08/19/2019

**Total Attachments: 12**  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page1.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page2.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page3.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page4.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page5.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page6.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page7.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page8.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page9.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page10.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page11.tif  
source=Osprey Biotechnics, Inc. to Phibro Animal Health Corporation (Assignment of 23 US TMs)#page12.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 1, 2019, is made by OSPREY BIOTECHNICS, INC. (“**Seller**”), a Florida corporation, and PHIBRO ANIMAL HEALTH CORPORATION (“**Buyer**”), a Delaware corporation, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller (the “**Asset Purchase Agreement**”) having the same effective date as this IP Assignment.

WHEREAS, under the Asset Purchase Agreement of even date herewith, Seller has conveyed, transferred, and assigned to Buyer, among other assets, any and all right, title, and interest Seller has in and to certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to convey, transfer and assign to Buyer, and hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, any and all of Seller’s right, title, and interest in and to the following (collectively referred to as the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”), as well as any foreign patent priority rights, including the right to claim the benefit of priority;

(b) all registered and common law trademark rights, particularly including, but not limited to, the trademark registrations and applications set forth on Schedule 2 hereto, and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks at least at a level of goodwill currently offered and/or maintained by Seller; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all registered and common law copyrights, particularly including, but not limited to, the copyrights set forth on

(d) Schedule 3 hereto, and all issuances, extensions, and renewals thereof (the “**Copyrights**”) and including any and all exclusive rights in the Copyrights as set forth in 17 U.S.C. § 106;

(e) all trade secrets, confidential business information, and know-how (including proprietary information, knowledge, and skill required to conduct, operate, and/or utilize the technology associated with Seller’s business; utilize and/or practice technology disclosed by Seller’s patents or patent applications; utilize and/or practice any trade secrets associated with Seller’s business) set forth on Schedule 4 hereto (the “**Trade Secrets, Confidential Business Information, and Know-How**”);

(f) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(g) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages for Buyer.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions other than the United States to record and register this IP Assignment upon request by Buyer. Following the effective date of this IP Assignment, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same

agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

OSPREY BIOTECHNICS, INC.

By: *Lauren Danielson*  
Name: Lauren Danielson  
Title: Chief Executive Officer

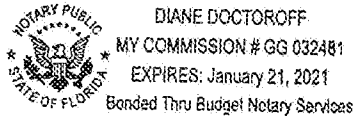
ACKNOWLEDGMENT

STATE OF FLORIDA )  
COUNTY OF SARASOTA )SS.  
)

On the 1 day of August, 2019, before me personally appeared Lauren Danielson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did state that he/she executed the same in his/her authorized capacity as the President & CEO of Osprey Biotechnics, Inc., and acknowledged the instrument to be the free act and deed of Osprey Biotechnics, Inc. for the uses and purposes mentioned in the instrument.

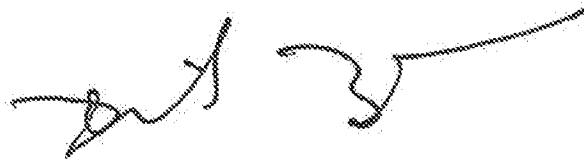
*Diane Doctoroff*  
Notary Public  
Printed Name: Diane Doctoroff

My Commission Expires: 01/21/2021



PHIBRO ANIMAL HEALTH CORPORATION

AGREED TO AND ACCEPTED:

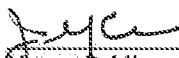


By: \_\_\_\_\_  
Name: Daniel M. Bendheim  
Title: Director and Executive Vice President,  
Corporate Strategy

ACKNOWLEDGMENT

STATE OF New Jersey )  
COUNTY OF Bergen )SS.  
)

On the 1<sup>st</sup> day of August, 2019, before me personally appeared Daniel M. Bendheim, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did state that he executed the same in his authorized capacity as the Director and Executive Vice President, Corporate Strategy of Phibro Animal Health Corporation, the corporation described, and acknowledged the instrument to be the free act and deed of Phibro Animal Health Corporation for the uses and purposes mentioned in the instrument.

  
\_\_\_\_\_  
Notary Public  
Printed Name: Jennifer Cohen

My Commission Expires: MAY 7, 2022

**Jennifer Cohen**  
Notary Public  
State of New Jersey  
My Commission Expires May 7, 2022  
I.D. No. 2287450

[Signature Page to Intellectual Property Assignment Agreement]

**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

<b>Patent No.</b>	<b>Application No.</b>	<b>Country</b>	<b>Issue Date</b>	<b>Filing Date</b>	<b>Status</b>
9,307,770	14/211,718	United States	04/12/2016	03/14/2014	Patented
6,762,047	10/178,208	United States	07/13/2004	06/24/2002	Patented
	15/787,109	United States		10/18/2017	6-28-19- Response to Non-Final Office Action Entered and Forwarded to Examiner
	PCT/US18/54095	WIPO		10/03/2018	Processing Completed – Placed in Storage
	15/886,124	United States		02/01/2018	Non-Final Office Action received – Response Due October 17, 2019
	PCT/US19/15951	WIPO		01/31/2019	Processing Completed – Placed in Storage
8,722,386	12/925,371	United States	05/13/2014	10/20/2010	Patented
9,770,032	12/658,920	United States	09/26/2017	02/17/2010	Patented
6,558,538	09/845,629	United States	05/06/2003	04/30/2001	Patented
6,676,842	10/352,524	United States	01/13/2004	01/28/2003	Patented
7,341,863	11/377,036	United States	03/11/2008	03/16/2006	Patented
9,253,988	14/209,271	United States	02/09/2016	03/13/2014	Patented
6,344,141	09/515,973	United States	02/05/2002	02/29/2000	Patented
8,609,398	13/585,291	United States	12/17/2013	08/14/2012	Patented
	14/208,959	United States		03/13/2014	On Appeal – Awaiting Decision by the Board of Appeals



**SCHEDULE 2**

**ASSIGNED REGISTERED/COMMON LAW TRADEMARKS AND APPLICATIONS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Application No.</b>	<b>Country</b>	<b>Registration Date</b>	<b>Filing Date</b>	<b>Status</b>
<b>BACILOX</b>	1 034 043	1 034 043	European Union	02/22/2011	03/17/2010	Renewal Due – 3/17/2020
	2010/17316	2010/17316	Turkey	07/19/2011	03/17/2010	Renewal Due – 3/17/2020
	3,013,986	78/341,253	United States	11/08/2005	12/16/2003	Renewal Due – 11/8/2025
<b>BIOBLITZEN</b>	3,978,695	77/770,331	United States	06/14/2011	06/29/2009	Renewal Due – 6/14/2021
<b>BIOONE</b>	2,071,927	75/146,925	United States	06/17/1997	08/08/1996	Renewal Due – 6/17/2027
<b>HUNGRY BACTERIA</b>	2,023,643	75/026,463	United States	12/17/1996	11/30/1995	Renewal Due – 12/17/2026
<b>HUNGRY BACTERIA logo</b>	1,719,744	74/243,758	United States	09/29/1992	02/06/1992	Renewal Due – 9/29/2022
<b>INNOVATIVE MICROBIALS</b>	3,883,639	77/709,657	United States	11/30/2010	04/08/2009	Renewal Due – 11/30/2020
<b>MICROGROW</b>		88/087,828	United States		08/22/2018	Published for Opposition
<b>MUNOX</b>	008788424	8788424	European Union	06/22/2010	12/30/2009	Renewal Due – 12/30/2019
	1,409,079	73/584,249	United States	09/16/1986	02/24/1986	Renewal Due – 9/16/2026
	3,549,835	77/466,838	United States	12/23/2008	05/06/2008	Renewal Due – 12/23/2028
<b>PETROX</b>	2,387,704	75/810,669	United States	09/19/2000	09/30/1999	Renewal Due – 9/19/2020

<b>BIOD</b>	5,608,678	87/794,186	United States	11/13/2018	2/12/2018	Declaration of Use Due – 11/13/2024
<b>MICROLIFE ENRICH</b>	5,509,192	87/217,608	United States	7/3/2018	10/27/2016	Declaration of Use Due – 7/3/2024
<b>AGRONOMICAL MICROBIALS</b>	5,250,281	87/259,945	United States	7/25/2017	12/7/2016	Declaration of Use Due – 7/25/2023
<b>ABUNDANCE</b>	4,613,333	86/204,335	United States	9/30/2014	2/26/2014	Declaration of Use Due – 9/30/2020
<b>CLEANCHOICE</b>	4,956,690	86/395,173	United States	5/10/2016	9/15/2014	Declaration of Use Due – 5/10/2022
<b>PROFIN</b>	4,823,696	86/395,765	United States	9/29/2015	9/16/2014	Declaration of Use Due – 9/29/2021
<b>BIO FSE</b>	4,810,428	86/505,906	United States	9/8/2015	1/16/2015	Declaration of Use Due – 9/8/2021
<b>MICROLIFE</b>	4,740,917	86/343,944	United States	5/19/2015	7/22/2014	Declaration of Use Due – 5/19/2021
<b>BIOPLUMBER QSR</b>	4,703,835	86/373,715	United States	3/17/2015	8/21/2014	Declaration of Use Due – 3/17/2021
<b>PIT BOSS</b>	4,227,894	85/541,900	United States	10/16/2012	2/14/2012	Renewal Due – 10/16/2022
<b>MRS. G'S CLEAN SOLUTIONS</b>	4,176,805	85/304,250	United States	7/17/2012	4/25/2011	Renewal Due – 7/17/2022

<b>MICROLIFE</b>	4,649,801	85/872,756	United States	12/2/2014	3/11/2013	Declaration of Use Due – 12/2/2020
------------------	-----------	------------	---------------	-----------	-----------	--

Unregistered Trademarks:

1. Osprey Biotechnics
2. One Biotechnology

### SCHEDULE 3

#### ASSIGNED REGISTERED/Common LAW COPYRIGHTS

##### Copyright Registrations and Applications

None

##### Unregistered Copyrights:

1. Website/pages for One Biotechnology
2. Website/pages for Osprey Biotechnics
3. Website/pages for Osprey's microlifepoultry.com
4. Videos - Drainline products
  - a. EPA Dfe awards ceremony videos 2015-2017
5. Sales materials (individual sheets including spec sheets, sales sheets, field trials sheets, application sheets, test results sheets)
6. Presentation and customer training materials, including power points
7. Corporate booklet
8. Process flow diagram

## SCHEDULE 4

### ASSIGNED TRADE SECRETS, CONFIDENTIAL BUSINESS INFORMATION, AND KNOW-HOW

#### Company Trade Secrets and Confidential Business Information:

1. Formulas for products
2. Media formulas
3. Formulas for certain blends used in the business
4. Research in progress on strains
5. Research and Development
6. Research and Development plans
7. Business plans
8. Scientific methods, processes and procedures on strain isolation
9. Results and records on strain isolation
10. Scientific methods and processes on evaluation of strain qualities
11. Results and records on strain qualities that have not been released for general company use
12. Scientific methods and processes on and procedures for pilot fermentation
13. Scientific methods and processes on and procedures for media optimization
14. How we optimize media
15. Scientific methods on and processes on how we make agar and other lab solutions
16. Scientific methods and procedures we use in evaluation QC of products
17. Method for making bug stopper flask tops
18. Specific Equipment that we use in our manufacturing and how to use and operate such equipment
19. Fermentation processes, procedures, methods
  - a. Preparing tank
  - b. Setting tank
  - c. Running tank
  - d. Parameters for fermentation
  - e. Harvesting Tank/Harvesting procedures
20. Lyophilization processes and procedures
21. Cryoprotectants
22. Sizing processes and procedures
23. What is an Osprey unit
24. Yields from tanks
25. Job Sheets in Blending, Bottling and Fermentation
26. Science QC sheets
27. All SOPs (except certain QC SOPs in labs that we will share with customers)
28. Pricing
29. Costs
30. Costs of manufacturing
31. Pricing of raw materials
32. Raw material vendors

33. Customers
34. Prospective customers
35. Past customers
36. Files relating to customers in computers and in hard copy and in data management system
37. Our data management system
38. Programs that we have created in IT, such as time clock, purchasing, door locks system, monitoring of tanks systems , notification systems
39. IT systems
40. Blending procedures and processes
41. Bottling procedures and processes
42. Sterilization procedures and processes
43. Filtration procedures and processes
44. All records for science, blending, bottling, fermentation, QA
45. Procedures for cleaning of equipment
46. Procedures for cleaning of production areas
47. Patent ideas
48. Business ideas
49. Sales (figures)
50. Product gross margins
51. Internal communications and emails

Company Domain Names:

1. bioblitzen.com
2. 1biotechnology.com
3. ospreybiotechnics.com
4. onebiotechnology.com
5. microlifeas.com
6. microlifeas.net
7. microlifeagro.net
8. microlifeagro.com
9. microlifeagrosociences.com
10. microlifeagrosociences.net
11. bio-choice.com
12. bio-choice.net
13. obtbio.com
14. bioonevideo.com
15. biochoiceesvideo.com
16. biosmartvideo.com
17. biobenvideo.com
18. microlifepoultry.com
19. biosedrain.com