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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

2004 JUN 16

RECORDS

PM 2:59

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy them.

FINANCE SECTION

1. Name of conveying party(ies):

Lance Goberman, M.D. 6-16-04

2. Name and address of receiving party(ies)

Name: Jason Goberman

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Street Address: 622 S. Whitehorse Pike, #9

City: Audobon State: PA Zip: 08106

Execution Date: 12/18/2001

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s): 6.203.813

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey Zucker

Internal Address: Fisher Zucker LLC

Street Address: 121 S. Broad Street, #1200

City: Phila State: PA Zip: 19107

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JASON GOBERMAN

Name of Person Signing

Signature

5/12/04

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D C 20231

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PATENT
REEL: 015452 FRAME: 0618

PATENT RIGHTS PURCHASE AGREEMENT

This Patent Rights Purchase Agreement (the "Agreement") is entered into this 18th day of December 2001, by and between Lance Gooberman, M.D. ("L. Gooberman") and Jason Gooberman ("J. Gooberman").

BACKGROUND

A. L. Gooberman is an adult individual with a primary place of business at One South Centre Street, Suite 301, Merchantville, New Jersey, 08109.

B. J. Gooberman is an adult individual with a primary place of business at 622 S. Whitehorse Pike, Apt. 9, Audobon, New Jersey, 08106.

C. L. Gooberman owns United States Patent No. 6,203,813, dated March 20, 2001 and entitled "Pharmaceutical Delivery Device and Method of Preparation Therefor". Patent '813 relates to the compounding of pharmaceutical delivery devices that includes, but is not limited to, a pellet comprising the opiate antagonist naltrexone. Patent '813 contains confidential and proprietary trade secret information and know-how related to, and including, the naltrexone pellet and its method of insertion. Patent '813 was developed by L. Gooberman (the "Patent Rights").

D. L. Gooberman desires to sell the Patent Rights to J. Gooberman and J. Gooberman desires to purchase the Patent Rights from L. Gooberman pursuant to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, L. Gooberman and J. Gooberman intending to be legally bound, hereby agree as follows:

1. Assignment.

1.1. The "Effective Date" of this Agreement is the date first set forth above.

1.2. As of the Effective Date, L. Gooberman sells and assigns all of L. Gooberman's rights, titles and interests in the Patent Rights to J. Gooberman.

1.3. Each party hereby agrees to execute such documents and to take such other actions as shall be necessary or appropriate to effectuate the assignment set forth in this Section.

1.4. L. Gooberman and J. Gooberman will cooperate in the filing and execution of any and all documents necessary to effectuate the assignment to J. Gooberman of the Patent Rights, including the filing of an assignment or other transfer of title covenant with the U.S. Patent and Trademark Office. The cost of recording the assignment of the Patent Rights will be borne by J. Gooberman.

1.5. J. Gooberman will take responsibility for any action or proceeding involving the Patent Rights on and after the Effective Date.

2. Indemnity and Warranty.

2.1. Indemnity by J. Gooberman. J. Gooberman will indemnify, save, defend and hold L. Gooberman and his agents and employees harmless from and against any and all suits, claims, actions, demands, liabilities, expenses and/or loss, including reasonable legal expenses and attorneys fees, resulting from J. Gooberman's exercise of the Patent Rights after the Effective Date.

2.2. Indemnity by L. Gooberman. L. Gooberman will indemnify, save, defend and hold J. Gooberman and his agents, members and employees harmless from and against any and all suits, claims, actions, demands, liabilities, expenses and/or loss, including reasonable legal expenses and attorneys fees, resulting from L. Gooberman's exercise of the Patent Rights prior to the Effective Date.

2.3. Warranty. L. Gooberman warrants that he has sufficient right and title to enter into and to perform his obligations under this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, THE PARTIES DISCLAIM ALL WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF VALIDITY, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

3. **Consideration.** J. Gooberman shall pay Lance L. Gooberman, M.D., P.C. a \$100 non-refundable, non-contingent cash payment and remain clean and sober, free of any and all mood altering substances as consideration for the assignment provided for in this agreement.

4. Miscellaneous.

4.1. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary to continue to effect the intent of the parties, and this Agreement shall otherwise remain in full force and effect and enforceable.

4.2. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties.

4.3. This Agreement shall be governed by the laws of the State of New Jersey, excluding conflicts-of-law principles.


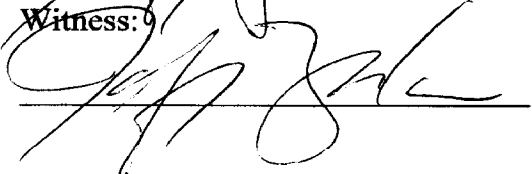
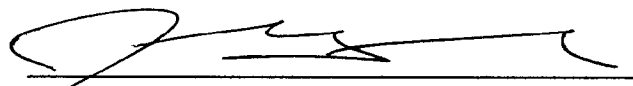
4.4. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Witness:



Witness:


Lance Gooberman, M.D.
Jason Gooberman

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37 C.F.R. § 3.27

CODE OF FEDERAL REGULATIONS
TITLE 37--PATENTS, TRADEMARKS, AND COPYRIGHTS
CHAPTER I--UNITED STATES PATENT AND TRADEMARK OFFICE,
DEPARTMENT OF COMMERCE
SUBCHAPTER A--GENERAL
PATENTS
PART 3--ASSIGNMENT, RECORDING AND RIGHTS OF ASSIGNEE
REQUIREMENTS FOR RECORDING
Current through June 4, 2004; 69 FR 31719

§ 3.27 Mailing address for submitting documents to be recorded.

<Text of section effective June 25, 2004.>

Documents and cover sheets submitted by mail for recordation should be addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, Virginia 22313- 1450, unless they are filed together with new applications.

[62 FR 53202, Oct. 10, 1997; 65 FR 54681, Sept. 8, 2000; 68 FR 14337, March 25, 2003; 69 FR 29879, May 26, 2004]

<General Materials (GM) - References, Annotations, or Tables>

37 C. F. R. § 3.27

37 CFR § 3.27

END OF DOCUMENT

Copr. (C) West 2004 No Claim to Orig. U.S. Govt. Works