

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>CHARLES E INTURRISI</td> <td>10/29/2013</td> </tr> <tr> <td>PAOLO MANFREDI</td> <td>10/16/2013</td> </tr> </tbody> </table>		Name	Execution Date	CHARLES E INTURRISI	10/29/2013	PAOLO MANFREDI	10/16/2013		
Name	Execution Date								
CHARLES E INTURRISI	10/29/2013								
PAOLO MANFREDI	10/16/2013								
RECEIVING PARTY DATA									
Name:	MEDEOR, INC.								
Street Address:	115 EAST 34TH ST.								
Internal Address:	#425								
City:	NEW YORK								
State/Country:	NEW YORK								
Postal Code:	10156								
PROPERTY NUMBERS Total: 3									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>61706178</td> </tr> <tr> <td>Application Number:</td> <td>13803375</td> </tr> <tr> <td>PCT Number:</td> <td>US2013061639</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	61706178	Application Number:	13803375	PCT Number:	US2013061639
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Application Number:	61706178								
Application Number:	13803375								
PCT Number:	US2013061639								
CORRESPONDENCE DATA									
Fax Number:	(513)241-6234								
Email:	djefferies@whe-law.com, ggrammer@whe-law.com								
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>									
Correspondent Name:	DAVID E. JEFFERIES								
Address Line 1:	WOOD, HERRON & EVANS, L.L.P.								
Address Line 2:	441 VINE STREET, 2700 CAREW TOWER								
Address Line 4:	CINCINNATI, OHIO 45202								
ATTORNEY DOCKET NUMBER:	MANF-09US-130								
NAME OF SUBMITTER:	DAVID E. JEFFERIES								

Signature:	/David E. Jefferies/
Date:	01/09/2014
Total Attachments: 7 source=MANF Assignment#page1.tif source=MANF Assignment#page2.tif source=MANF Assignment#page3.tif source=MANF Assignment#page4.tif source=MANF Assignment#page5.tif source=MANF Assignment#page6.tif source=MANF Assignment#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Intellectual Property Assignment Agreement (the "Assignment"), dated as of Oct. 29, 2013 2013, between Dr. Charles E. Inturrisi, an individual, having an address at 1144 E 92nd St. Apt 25 NY, NY 10028 and Dr. Paolo Manfredi, an individual, having an address at 11 Bleecker Street, New York, NY 10012, jointly and severally, (collectively, "Assignor") and Medcor, Inc., a corporation organized under the laws of Delaware ("Assignee"), having an address at 115 East 34th Street, #425, NY, NY 10156.

WHEREAS, Dr. Charles E. Inturrisi is an employee of Cornell University ("Cornell") and in that capacity developed certain inventions regarding d-Methadone in the context of analgesic use (the "Invention");

WHEREAS, Assignee and Cornell have entered into an Amended and Restated license Agreement, dated as of April 17, 2012 pursuant to which Cornell licensed all its rights, title and interest in and to the Invention to Assignee (the "Cornell License Agreement");

WHEREAS, pursuant to a letter dated August 17, 2012 from Cornell to Dr. Charles E. Inturrisi, Cornell relinquished and released to Dr. Charles E. Inturrisi any intellectual property rights that may arise from Dr. Charles E. Inturrisi's right, title and interest with respect to any of Dr. Charles E. Inturrisi's work related to d-methadone, including the testing and research on its formulations, its use as a therapeutic, or its effects on patients and animals, including without limitation the Invention (collectively, the "Carved-Out Field");

WHEREAS, Dr. Charles E. Inturrisi and Dr. Paolo Manfredi have jointly and collectively developed certain inventions regarding d-Methadone in the context of psychiatric use (the "New Invention");

WHEREAS Assignor desires to enter into this Assignment to assign and transfer to Assignee all of Assignor's right, title and interest in the New Invention (including, without limitation, all of Assignor's right, title and interest in and to any existing work related thereto and any Future Inventions (as herein after defined)) (collectively, the "Assigned IP") and all of Assignor's intellectual property related to the Assigned IP (collectively, the "Related Assigned IP"); and

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Assigned IP and the Related Assigned IP and other matters described below;

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assigned IP and Future Inventions: Effective as of the date hereof, Assignor irrevocably and presently sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned IP and the Related Assigned IP. Without limiting any of the foregoing, Assignor hereby assigns and does hereby assign to Assignee, all of its right, title and interest in and to any Future Inventions and to all rights of priority to the same pursuant to International Convention for the Protection of Industrial Property.

As used herein, "Future Inventions" shall mean any invention, modification, idea, concept, information, material, discovery, design, development, improvement, processes, data, programs, improvements, artwork, formulae, other copyrightable works, and techniques process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever (including without limitation, all trade secrets, patent rights, copyrights, trademarks and other intellectual property rights recognized by the laws of any jurisdiction or country) or any interest therein (whether or not patentable or registrable under any copyright, trademark or similar statutes) that Assignor either alone or jointly with others makes, conceives, creates, discovers, invents or reduces to practice in any way and that relates to d-Methadone in the context of psychiatric use, the New Invention, the Assigned IP and/or the Related Assigned IP. Assignor shall promptly disclose to Assignee such Future Inventions, as may be necessary to ensure the Assignor's ownership of such Future inventions.

2. Assignment of Patents. Effective as of the date hereof, Assignor irrevocably sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Patents set forth in Schedule I hereto (which may be updated from time to time to reflect new patents including without limitation from Future Inventions) and any other Patent related to any of the Assigned IP and/or the Related Assigned IP, including its development, manufacture, packaging, use, marketing, promotion, distribution, licensing, offer for sale or importation (collectively, the "Assigned Patents"). "Patent" shall mean any and all patent, pending patent, patent application (whether registered or unregistered)(and equivalents of any of the foregoing including certificates of invention, and any and all divisions, continuations, provisional applications, continuations-in-part, continued prosecution applications, requests for continued examination, additions, renewals, extension, re-examinations, reissues, supplementary protection certificates and all US and foreign counterparts of any the foregoing.

Handwritten signature

3. Assignment of Technical Information: Effective as of the date hereof, Assignor irrevocably sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Technical Information related to the any of the Assigned IP and/or the Related Assigned IP, including any of their development, manufacture, packaging, use, marketing, promotion, distribution, licensing, offer for sale or importation (collectively, the "Assigned Technical information"). "Technical Information" shall mean any and all technical information and other technical subject matter (including, medical, toxicological, pharmacological and clinical), trade secrets, know-how, ideas, concepts, discoveries, disclosure claims, formulas, formulations, processes, methods, procedures, designs, compositions of matter, specifications, drawings, techniques, results, technologies, compounds, research, data, inventions, discoveries, whether or not patentable.

4. Transfer of Intangible Assets. Effective as of the date hereof, Assignor irrevocably sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with any of the Assigned IP and/or the Related Assigned IP, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes (collectively, the "Assigned Intangible Assets").

5. Further Assurances. Assignor agrees to cooperate with Assignee such that Assignee may enjoy to the fullest extent the rights conveyed under this Agreement (including without limitation, all title, rights and interests in and to the Future Inventions). Included within the scope of this duty is cooperation in such proceedings in the United States and foreign applications and patents as including in proceedings, priority contests, interferences, public use proceedings, and court actions. Following the execution of this Agreement, Assignor shall deliver to Assignee such further information and documents and shall execute and deliver to Assignee such further instruments and agreements (including without limitation, any revised Assignment) as Assignee shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement. Assignor hereby appoints Assignee as its attorney-in-fact duly empowered to carry out all the actions necessary for such purpose. Assignee shall reimburse Assignor for all actual and reasonable third party out-of-pocket expenses incurred by Assignor in the course of complying with this Section. To the extent that Assignor (in its capacity as owner/shareholder of Assignee) is not in fact the responsible party for pursuing intellectual property development regarding the New Invention, then upon request to Assignee by Assignor, Assignee shall keep Assignor informed as to the status of any prosecution of any patent (s) for the New Invention and/or any other intellectual development therefor.

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6. Assignor's Warranty: Assignor warrants and represents that he has not entered into any assignment, contract or understanding in conflict with the terms and provisions of this Agreement whether in part or in their entirety.

7. Consideration: In consideration of Assignor's assignment to Assignee of the rights under this Agreement, Assignee shall pay Assignor, for as long as Assignee shall continue to receive any income from the Assigned IP and/or Related Assigned IP: (A) (i) an earned royalty of two (2%) on Net sales of Licensed Products directly derived from the Assigned IP and Related Assigned IP that are not sold by a Sublicensee, and (ii) on each and every Sublicensee earned royalty payment received by Licensee from its Sublicensees on sales of Licensed Product directly derived from the Assigned IP and Related Assigned IP by Sublicensee, the higher of (x) twenty percent (20%) of the royalties received by Licensee from the Assigned IP and Related Assigned IP; or (y) two percent (2%) on Net Sales of Sublicensee directly derived from the Assigned IP and Related Assigned IP; and (B) twenty percent (20%) of all Sublicensee fees directly derived from the Assigned IP and Related Assigned IP received by Licensee from Sublicensees that are not earned royalties. In addition, upon execution of this Assignment, Assignor shall be entitled to, and Assignee shall issue to Assignor 3,000 Warrants of Assignee.

Assignee shall provide Assignor with copies of all agreements and financial statements relating to the New Invention.

All defined terms in this Paragraph 7 not otherwise defined in this Agreement shall have the meaning ascribed to them in the Cornell License Agreement, as if the same had been written with respect to the New Invention only (it being understood that consideration shall be payable to Assignor under this Agreement only with respect to the New Invention and that no consideration shall be payable to Assignor under this Agreement with respect to the Invention.)

Assignee shall pay (or reimburse Assignor) for all patent costs in connection with the New Invention.

All consideration due Assignor under this Agreement shall be paid in United States dollars and be divided equally between the Assignor. The portion of the consideration payable to Dr. Charles Inturrisi shall be paid by check payable to him and the portion of the consideration payable to Dr. Paolo Manfredi shall be paid by check payable to him, and each sent to the addresses set forth in this Agreement.

Consideration payable to Assignor hereunder shall be (i) earned and payable by Assignee from royalties actually received by Assignee (whether directly or indirectly from a sublicensee) and (ii) payable quarterly on or before March 28, June 31, September 31 and December 30 of each calendar year.

8. Reversion. Assignor's rights to the Assigned IP and Related Assigned IP shall revert back to Assignor in the event that Assignee (or any of its successors and assigns) (a) notifies Assignor in writing that Assignee will cease development of the New Invention or any other Assigned IP or Related Assigned IP or (b) shall file or acquiesce to a petition in any court in any bankruptcy, reorganization, or insolvency proceedings, or any such petition shall be filed against Assignee or its successor and/or assign, or a receiver or trustee shall be appointed for Assignee or its successor and/or assign for all or any portion of their assets, and any such proceedings shall not be dismissed, discontinued or vacated within thirty (30) days.

9. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

10. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof.

11. Severability: The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

12. Injunctive Relief. Assignor acknowledges that breach by him of the terms and conditions of this Agreement may cause irreparable harm to Assignee which may not be compensable by monetary damages. Accordingly, Assignor acknowledges that a breach by it of the terms and conditions of this Agreement shall be sufficient grounds for the granting of an injunction at the suit of Assignee by a court of competent jurisdiction.

13. Indemnification. Assignee shall indemnify, hold harmless and defend Assignor and its successors and assigns against any and all claims, suits, losses, damage, costs, fees, and expenses resulting from or arising out of exercise of this Assignment or any sublicense thereof. Assignee shall add each Assignor as "additional insured" under any product liability policy of Assignee for the New Invention.

14. Dispute Resolution. Any dispute as to the rights assigned pursuant to this Assignment shall be resolved in by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

Assignor

By: *John J. ...* Oct 16, 2013

By: *A. J. ...* Oct 29, 2013

Accepted by Assignee:

MEDEOK, INC.
By: *[Signature]* Nov. 7, 2013

SCHEDULE I
to
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
Dated as of October 29 , 2013,
between:

Dr. Charles E. Inturrisi and Dr. Paolo Manfredi, as Assignors and Medeor, Inc. as Assignee

List of filed applications:

(1) U.S. Provisional Patent Application Serial No. 61/706,178, filed on
September 27, 2012;

(2) U.S. Patent Application Serial No. 13/803,375, filed on March 13, 2013;

and

(3) International (PCT) Patent Application Serial No. PCT/US2013/061639,
filed on September 25, 2013.