502631284 01/13/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2677892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JOSEPH CAPRIOTTI	10/24/2013
KARA CAPRIOTTI	10/23/2013

RECEIVING PARTY DATA

Name:	ALC THERAPEUTICS, LLC
Street Address:	1209 ORANGE STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	14116360
PCT Number:	US2012036942
Application Number:	61518709
Application Number:	61600268
Application Number:	61627148
Application Number:	61518689
Application Number:	61518690
Application Number:	61457699

CORRESPONDENCE DATA

Fax Number: (215)963-5001 **Phone**: 2159634954

Email: rudal@morganlewis.com

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: ROBERT P. UDAL, PH.D.
Address Line 1: 1701 MARKET STREET

PATENT 502631284 REEL: 031947 FRAME: 0646

Address Line 2: MORGAN, LEWIS & BOCKIUS, LLP Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-2921		
ATTORNEY DOCKET NUMBER:	070424-5001	
NAME OF SUBMITTER:	ROBERT P. UDAL	
Signature:	/Robert P. Udal/	
Date:	01/13/2014	
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif		

PATENT REEL: 031947 FRAME: 0647

ASSIGNMENT

WHEREAS, WE, Joseph CAPRIOTTI, a citizen of the United States of America, with a post office address of 6002 Diamond Ruby, Suite 3 PMB 137, Christiansted, Virgin Islands (VI) 00820; and Kara CAPRIOTTI, a citizen of the United States of America, with a post office address of 7008 Lafayette Avenue, Fort Washington, Pennsylvania (PA) 19034-2101, hereinafter generally referred to collectively as "ASSIGNORS," have invented certain new and useful invention(s) that are described in the following patent applications ("Inventions") naming us, the above ASSIGNORS, as inventors:

No.	Patent Application No.	Filing Date	Title
1	PCT/US2012/036942	08 May 2012	Antifungal compositions for the treatment of skin and nails
2	61/518,709	11 May 2011	Compositions For The Treatment of Fungal Nail Infections
3	61/600,268	17 February 2012	Antifungal Compositions For The Treatment Of Skin And Nails
4	61/627,148	19 September 2011	Antifungal Compositions For The Treatment of Skin and Nails
5	61/518,689	11 May 2011	Compositions For the Treatment of Fungal Skin Infections of the Inguinal Region (Groin)
6	61/518,690	11 May 2011	Compositions and Methods For the Treatment of Herpes Simplex Virus Infections of the Skin and Mucosa
7	61/457,699	16 May 2011	Compositions and Methods for the Treatment of Skin and Genital Warts

WHEREAS, ALC THERAPEUTICS, LLC, a corporation having a place of business at 1209 Orange Street, Wilmington, Delaware (DE) 19801, United States of America, hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring and/or confirming the acquisition of said Inventions.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, have assigned and/or by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest:

1 of 6

in and to said Inventions as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("Applications"), along with the right to claim priority to said Applications under any treaty relating thereto;

in and to all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for said Inventions or Applications, including extensions, renewals, reissues and reexamination certificates thereof ("Patents"); and

in and to all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents;

said Inventions, Applications and Patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said granted or to be granted Patents, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that he has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patents and Applications, and Inventions disclosed therein, and to consummate the assignment contemplated herein. Each ASSIGNOR also represents and warrants that he has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and

enforceable assignment of the entire right, title, and interest in the Patents and Applications, and Inventions disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGE FOLLOWS)

Attorney Docket No. 070424-5001 Joseph CAPRIOTA NAME OF FIRST/INVENTOR FIRST INVENTOR'S SIGNATURE STATE OF : SS. **COUNTY OF** Before me, a notary public in and for the State and County aforesaid, on this <u>24</u> day of , 2013, personally appeared Joseph CAPRIOTTI, who being to me personally known, and who having first executed the foregoing Assignment in connection with the inventions described in the above-listed patent applications in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded. Geraldine L. Bryan **Notary Public** My Commission Expires:

My Commission Expires December 12, 2016

10/23/13 (Date)	Kara CAPRIOTTI NAME of SECOND INVENTOR
•	SECOND INVENTOR'S SIGNATURE
STATE OF	;
: SS. COUNTY OF	· :
personally known the inventions des me first duly swor sealed and deliver	cy public in and for the State and County aforesaid, on this day of, 2013, personally appeared Kara CAPRIOTTI, who being to me and who having first executed the foregoing Assignment in connection with cribed in the above-listed patent applications in my presence and have been by m, did acknowledge the foregoing instrument as his free deed and act, signed, red by him for the purpose therein stated and intending to be legally bound ling that said instrument be recorded.
Notary Public	
My Commission	Expires:

Attorney Docket No. 070424-5001

10-29-2013

(Date)

ALC THERAPEUTICS, LLC

[Name of Representative], [Title of the Representative]

ROBERT ALONSO

STATE OF Pennsylvania

: ss. COUNTY OF Philadelphia

Before me, a notary public in and for the State and County aforesaid, on this 29 day of _, 2013, personally appeared [Name of Represenative], who being to

me personally known, and who having first executed the foregoing Assignment in connection with the inventions described in the above-listed patent applications in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally

bound thereby and intending that said instrument be recorded.

Notary Public Lugh J. June My Commission Expires: April 28, 2015

HOTARIAL SEAL LEYLA Y LINDSAY Notary Public PHICADELPHIA CITY PHILADELPHIA CHTY

My Commission Expires Apr 28, 2015

6 of 6

RECORDED: 01/13/2014