## 502726318 03/18/2014

### PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY	ΔΑΤΑ				
		Name	Execution Date		
JOSEPH CAPRIOTTI			02/10/2014		
KARA CAPRIOTTI			02/11/2014		
STUART LESSIN			02/18/2014		
RECEIVING PARTY D	ΑΤΑ				
Name:	ALC TH	ALC THERAPEUTICS, LLC			
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City:	WILMIN	/INGTON			
State/Country:	DELAW	DELAWARE			
Postal Code:	19801				
PROPERTY NUMBER	S Total: 3		_		
Property Type		Number			
Application Number: 6160		61600268			
PCT Number: US2		JS2012065298			
PCT Number: US2		JS2012036942			
CORRESPONDENCE	DATA				
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Correspondence will US Mail.	be sent to	the e-mail address first; if that is u	nsuccessful, it will be sent via		
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ATTORNEY DOCKET N			070424-5001-PR-01		
NAME OF SUBMITTER:		ROBERT P. UDAL			
SIGNATURE:		/Robert P. Udal/			
DATE SIGNED:		03/18/2014			
Total Attachments: 6					
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#### <u>A S S I G N M E N T</u>

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; and Stuart LESSIN, a citizen of the United States of America, with a post office address of 191 Cardiff Lane, Haverford, Pennsylvania (PA) 19041, hereinafter generally referred to collectively as "<u>ASSIGNORS</u>," have invented certain new and useful invention(s) that are described in the following patent applications ("<u>Inventions</u>") naming us, the above ASSIGNORS, as inventors:

No.	Patent Application No.	Filing Date	Title
1	PCT/US12/65298	15 November 2012	Antifungal Compositions For The Treatment Of Skin And Nails
2	61/600,268	17 February 2012	Antifungal Compositions For The Treatment Of Skin And Nails
3	PCT/US2012/036942	08 May 2012	Antifungal Compositions For The Treatment Of Skin And Nails

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 "<u>ASSIGNEE</u>," 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:

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 ("<u>Applications</u>"), 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 ("<u>Patents</u>"); 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. 070424-5001-01

Kara CAPRIOTTI NAME of SECOND INVENTOR

Kar, Capriodi

STATE OF PENNS YLVAN TA : ss. COUNTY OF MONTGOMERY

Before me, a notary public in and for the State and County aforesaid, on this <u>IIH</u> day of <u>February</u>, 2014, personally appeared Kara 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.

:

**Notary Public** 

NOTARIAL SEAL SAMANTHA NICOLE SHINKO Notary Public ABINGTON TWP., MONTGOMERY COUNTY My Commission Expires Mar 17, 2016

My Commission Expires: March 17, 2014

PATENT REEL: 032462 FRAME: 0341



: SS.

COUNTY OF ST CROCK

Before me, a notary public in and for the State and County aforesaid, on this  $16^{44}$  day of 16000 and 2000, 2014, 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.

# Notary Public

Part Part and a start

My Commission Expires: 11/7/2017

NOTARY PUBLIC NATASHA LEWIS-FLYNN COMMISSION N.: NP-98-13 COMM. EXPIRES: NOVEMBER 7, 2017 ST, CROIX, U.S. VIRGIN ISLANDS

<u>18 Feb</u> 2014 (Date)

Stuart LESSIN NAME of THIRD INVENTOR

THIRD INVENTOR'S SIGNATURE

STATE OF Rennegloanni : : ss. COUNTY OF Philadelphin :

Before me, a notary public in and for the State and County aforesaid, on this <u>lb</u> day of <u>future</u>, 2014, personally appeared Stuart LESSIN, 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 Cherry M Mattheas

My Commission Expires:



 $\frac{2-18-2014}{(\text{Date})}$ 

ALC THERAPEUTICS, LLC Robert ALONSO, Chief Executive Officer

STATE OF Reprogrami : ss. COUNTY OF Philadelphi

Before me, a notary public in and for the State and County aforesaid, on this <u>lb</u> day of <u>flbuurn</u>, 2014, personally appeared Robert ALONSO, 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**

My Commission Expires:

ligh M. Matkidis

COMMONWEALTH OF PENNSYLVANIA Notarial Seal Cheryl M. Matticks, Notary Public City of Philadelphia, Philadelphia County My Commission Expires Sept. 29, 2014

Member. Pennsvivania Association of Notarles

Attorney Docket No. 070424-5001-01