

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2959138

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
MOREHOUSE SCHOOL OF MEDICINE	01/24/2013

**RECEIVING PARTY DATA**

<b>Name:</b>	JACQUELINE M. HIBBERT
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**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13105383

**CORRESPONDENCE DATA**

**Fax Number:** (202)662-2739

*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.*

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**PATENT**

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**ATTORNEY DOCKET NUMBER:** 1055-005

**NAME OF SUBMITTER:** PING WANG

**SIGNATURE:** /Ping Wang/

**DATE SIGNED:** 07/29/2014

**Total Attachments: 7**

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## ASSIGNMENT OF PATENT RIGHTS TO INVENTOR(S)

**WHEREAS**, Jacqueline M. Hibbert, Jonathan K. Stiles, Kayellen Umeakunne, Hyacinth I. Hyacinth (Inventors) have previously assigned to The Morehouse School of Medicine ("MOREHOUSE") all rights, including patent rights, covering the invention described in MOREHOUSE TIPPS # IP-0018 (which patent rights are described in Appendix A, and incorporated herein) ("Patent Rights"); and

**WHEREAS**, said invention was conceived and/or first reduced to practice under the auspices of MOREHOUSE; and

**WHEREAS**, the rights of the Inventors and MOREHOUSE in the invention are governed by the terms of MOREHOUSE Intellectual Property Policies and Procedures; and

**WHEREAS**, MOREHOUSE has determined that it is willing to release MOREHOUSE'S interests in the described Patent Rights to the Inventors;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. MOREHOUSE, hereby releases, transfers and assigns the Patent Rights covering the invention described in Appendix A from MOREHOUSE to Inventors pursuant to the terms of MOREHOUSE Intellectual Property Policies and Procedures, and this Agreement. To the extent that MOREHOUSE'S assignment is to Joint Inventors, described below, said assignment is for an equal, undivided interest in the Patent Rights to all Joint Inventors.

2. Representations by Inventors to MOREHOUSE.

a. Inventor(s) have complied with all obligations to MOREHOUSE and adequately and accurately disclosed the Invention and all corresponding data to assist MOREHOUSE in identifying and negotiating potential licensees. Inventor(s) have complied with all obligations to fully disclose the usefulness of the Invention and any related inventions, which were made by Inventor(s).

b. Inventor/Joint Inventors:

Inventors represent that they are the only Joint Inventors of the invention, and have previously assigned all rights in the invention to MOREHOUSE, and to no other individual or entity. In the event of Joint Inventors, it is the responsibility of the Joint Inventors to determine in a separate agreement, to which MOREHOUSE is not a party, arrangements for commercialization and apportionment of royalties or revenues.

3. Inventor(s) understand that the assignment of Patent Rights by MOREHOUSE to Inventor(s) is conditioned upon the following:

a. Notice to Sponsors.

Wherever the invention in question has been funded by either an industrial or government sponsor, MOREHOUSE agrees to notify such entity of this assignment. MOREHOUSE makes no representation or warranty that said sponsor will or has consented to any assignment to Inventor(s).

b. Patent Expenses are the Responsibility of the Inventor(s).

Inventor(s) are hereby responsible for all patenting fees and costs, which are due or coming due after the date of this Agreement Jan 24 2012 ("Effective Date"). Upon request by Inventor(s), MOREHOUSE will provide Inventor(s) with an estimate, without any warranty of the accuracy of said estimate, of what these costs and fees may be and when they may be expected to be incurred.

c. Repayment to MOREHOUSE of Costs and Fees.

In the event Inventor(s) receive royalties or other income from the commercialization of the invention, half of any receipt by Inventor(s) of royalties or other income will be shared with MOREHOUSE, until MOREHOUSE has recovered all of the costs and fees that have been incurred by MOREHOUSE in protecting the technology and pursuing any intellectual property rights, patent(s) or otherwise.

d. Exclusion of Related Inventions.

This Agreement only covers the Patent Rights based on the specific invention identified in Appendix A, and does not cover "future inventions" or "related inventions", or any "background rights" that may be needed to practice the invention. The only Patent Rights subject to this Agreement are those expressly referenced in Appendix A.

e. Protection of MOREHOUSE from Liability.

Inventor(s) agree to indemnify and hold MOREHOUSE and its trustees, directors, officers, employees and affiliates harmless from and against any and all claims, demands, losses or causes of action related in any way to the production, marketing or commercialization of the invention. Inventor(s) agree to incorporate the terms set forth on Appendix B, incorporated herein, for MOREHOUSE'S protection in any license or agreement so required.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MOREHOUSE, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS CLAIMS, ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY MOREHOUSE THAT THE PRACTICE BY INVENTOR(S) OF THE INVENTION GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL MOREHOUSE, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER MOREHOUSE SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW THE POSSIBILITY.

Inventor(s) hereby grant MOREHOUSE, and other non-profit and government institutions identified by MOREHOUSE, a perpetual, irrevocable, non-exclusive, non-transferrable, royalty-free license to practice the invention internally for educational and research purposes only.

f. Law of Georgia.

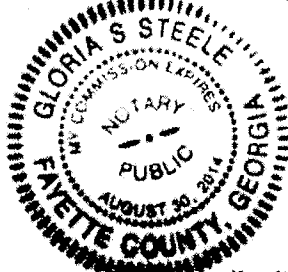
This agreement shall be governed by the laws of the State of Georgia.

g. No Assignability of Agreement.

This Agreement may not be assigned without the prior written consent of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by Inventors and MOREHOUSE, as of the date set forth below.

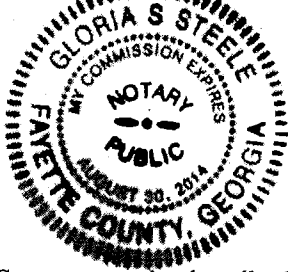
Sworn to and subscribed before me Inventor: Jacqueline M. Hibbert signs in agreement this 8<sup>th</sup> day of January 2013.



Signature: J. Hibbert Date: 01/08/2013

Notary Public Gloria S. Steele  
My Commission Expires: August 30, 2014

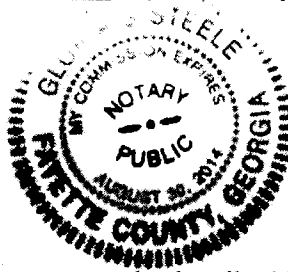
Sworn to and subscribed before me Inventor: Jonathan K. Stiles signs in agreement this 8<sup>th</sup> day of January 2013.



Signature: J. Stiles Date: 01/08/13

Notary Public Gloria S. Steele  
My Commission Expires: August 30, 2014

Sworn to and subscribed before me Inventor: Kayellen Umeakunne signs in agreement this 8<sup>th</sup> day of January 2013.



Signature: Kayellen Umeakunne Date: 01/08/2013

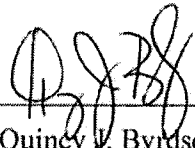
Notary Public Gloria S. Steele  
My Commission Expires: August 30, 2014

Sworn to and subscribed before me Inventor: Hyacinth I. Hyacinth signs in agreement this 9<sup>th</sup> day of January 2013.

Signature: Hyacinth Date: 01/09/2013

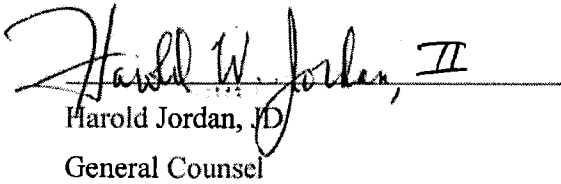
Notary Public G. Steele  
My Commission Expires: September 20, 2015

THIS AGREEMENT IS APPROVED BY MOREHOUSE SCHOOL OF MEDICINE:



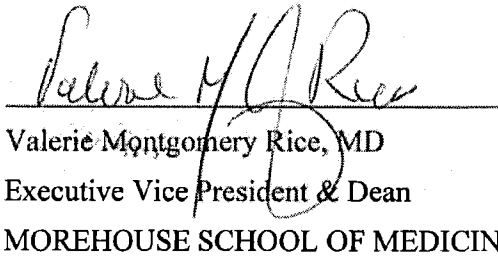
Quincy W. Byrdsong, EdD, CIM, CIP, CCRP  
Vice President for Academic Administration

Date: 1-15-13



Harold W. Jordan, II  
General Counsel

Date: 24 January 2013



Valerie Montgomery Rice, MD  
Executive Vice President & Dean  
MOREHOUSE SCHOOL OF MEDICINE

Date: 1/24/2013

**APPENDIX A**

**PATENT RIGHTS**

<b>MSM TTIPS No.</b>	<b>Invention Title</b>	<b>Application Serial No.</b>	<b>Publication No.</b>
IP-0018-PAR-001	Compositions of Nutrition Supplementation for Nutritional Deficiencies and Method of Use Therefore	US 13/105,383	US 20110294727
IP-0018-PCT-001	Compositions of Nutrition Supplementation for Nutritional Deficiencies and Method of Use Therefore	PCT/US2011/036810	WO2011149713

First named inventor, Jacqueline M. Hibbert, contributed 40% to the invention. Initial JMH

Second named inventor, Jonathan K. Stiles, contributed 20% to the invention. Initial JMS

Third named inventor, Kayellen Umeakunne, contributed 20% to the invention. Initial KU

Forth named inventor, Hyacinth I. Hyacinth, contributed 20% to the invention. Initial HIH



## **APPENDIX B**

### **INDEMNITY AND INSURANCE REQUIREMENTS**

I agree that all licenses, assignments, or other written documents between me and any other entity or person, which transfer or grant rights to the subject Invention, including any entity or business owned in full or in part by me, will contain the standard indemnity and insurance provisions below and shall state Morehouse School of Medicine, its trustees, directors, officers, employees, affiliates, agents, and students ("Protected Parties") are agreed to be third party beneficiaries of said agreement. Any such agreement which is entered without said clauses incorporated, and without specifically referencing the Protected Parties as set forth above, shall be null and void, shall constitute a material breach of such agreement, and shall be grounds for Morehouse School of Medicine to revoke the assignment of the subject Invention.

At all times during the terms and thereafter, of any license agreement, assignment or other written documents which transfer or grant rights to the subject Invention, any entity or business owned in full or in part by any of the Inventors, Morehouse School of Medicine, its trustees, directors, officers, employees, affiliates, agents, and students are to be indemnified, defended and held harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, or resulting from the production, manufacture, sale, use, lease, consumption or advertisement of any product incorporating the Invention, or which falls within the claims of any issued or pending patent of the subject Invention, or arising from any obligation thereof.