

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3097963

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WARD C TUCKER	08/19/2014
TIM PIAZZA	08/13/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BIOMADISON, INC.
<b>Street Address:</b>	1568 LUNETTA DRIVE
<b>City:</b>	DEL MAR
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92014
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>PCT Number:</b>	US2014050424
<b>Application Number:</b>	14455786
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)943-8358
<i>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.</i>	
<b>Phone:</b>	949-943-8300
<b>Email:</b>	mnuguid@fishiplaw.com
<b>Correspondent Name:</b>	FISH & TSANG, LLP ROBERT FISH, ESQ
<b>Address Line 1:</b>	2603 MAIN STREET, STE 1000
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	102320.0015US1
<b>NAME OF SUBMITTER:</b>	MARTIN FESSENMAIER
<b>SIGNATURE:</b>	/Martin Fessenmaier/
<b>DATE SIGNED:</b>	11/06/2014
<b>Total Attachments: 3</b>	
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## ASSIGNMENT

**WHEREAS**, the undersigned, **Ward C. TUCKER**, an individual residing in Monona, WI and **Timothy M. PIAZZA**, an individual residing in McFarland, WI (referred to hereinafter as "ASSIGNOR") has invented a certain invention entitled "**BOTULINUM TOXIN ASSAY WITH IMPROVED SENSITIVITY**", for which a United States application for Letters Patent in the United States of America was filed on August 8, 2014, serial number 14/455786 and a PCT International Application PCT/US2014/050424 was filed on August 8, 2014; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

**WHEREAS**, **BioMadison, Inc.**, a company having its principal place of business at 1568 Luneta Drive, Del Mar, CA 92014 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid

or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR further acknowledge that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**EXECUTED at:**

\_\_\_\_\_, this \_\_\_\_\_ day of August, 2014  
City, State

By: \_\_\_\_\_  
**Ward C. TUCKER**

**EXECUTED at:**

Madison, Wisconsin \_\_\_\_\_, this 13 day of August, 2014  
City, State

By:  \_\_\_\_\_  
**Timothy M. PIAZZA**

or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR further acknowledge that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**EXECUTED at:**

Madison, WI, this 19<sup>th</sup> day of August, 2014  
City, State

By:   
**Ward C. TUCKER**

**EXECUTED at:**

\_\_\_\_\_, this \_\_\_\_\_ day of August, 2014  
City, State

By: \_\_\_\_\_  
**Tim PIAZZA**