

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3374753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BARRY NEIL SILBERG	01/08/2015
RECEIVING PARTY DATA	
Name:	SONESCENCE, INC.
Street Address:	1111 SONOMA AVENUE
Internal Address:	SUITE 210
City:	SANTA ROSA
State/Country:	CALIFORNIA
Postal Code:	95405
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14725694
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	97605-000122US-937078
NAME OF SUBMITTER:	LISA MCDILL
SIGNATURE:	/Lisa McDill/
DATE SIGNED:	05/29/2015
Total Attachments: 4	
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ASSIGNMENT

This Assignment (this "*Assignment*") is made effective this 6th day of January, 2015 by Barry Neil Silberg, residing at 1818 Morley Way, Santa Rosa, CA 95404 ("*Assignor*") to Sonescence, Inc., a Delaware corporation having an address 1111 Sonoma Avenue, Suite 210, Santa Rosa, CA 95405 ("*Assignee*").

WHEREAS, Assignor has invented certain new and useful inventions (the "*Inventions*") described and/or claimed in the patents and patent applications (and patents issuing on such applications) set forth on *Exhibit A* attached hereto and incorporated herein by reference (collectively, the "*Patent Rights*") and owns all right, title and interest in and to the Patent Rights; and

WHEREAS, Assignor and Assignee are parties to that certain Restricted Stock Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to grant to Assignee all of Assignor's right, title and interest in and to the Inventions and Patent Rights;

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor; and

NOW, THEREFORE, in consideration of at least U.S. \$5, the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent

Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

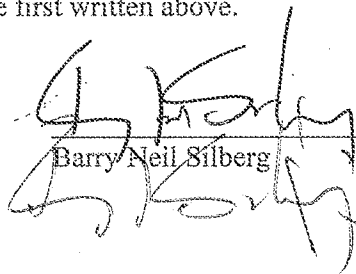
Assignor hereby further agrees to provide documentary evidence and statements or testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

Assignor hereby represents and warrants that it has not knowingly conveyed to others any rights in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right to assign the Inventions and the Patent Rights without encumbrance.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

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


Barry Neil Silberg

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

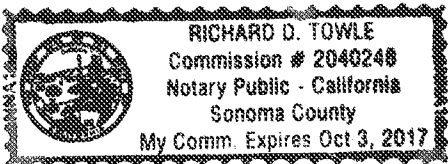
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Sonoma On 01/08/2015 before me, Richard D. Towle, Notary Public personally appeared BARRY NEIL SILBERS Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Richard D. Towle Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Title or Type of Document: Assignment Document Date: Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name: Corporate Officer -- Title(s): Partner -- Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

Exhibit A

PATENT RIGHTS

Country	Application No. (Filing Date)	Patent No. (Issue Date)	Title	Inventor
US	61/096,568 (09/12/2008)		Pre-Surgical Prophylactic Administration of Antibiotics and Therapeutic Agents	Barry Neil Silberg
US	12/405,616 (03/17/2009)		Pre-Surgical Prophylactic Administration of Antibiotics and Therapeutic Agents	Barry Neil Silberg
US	13/205,097 (08/08/2011)	8,747,384 (06/10/2014)	Administration of Antibiotics and Therapeutic Agents	Barry Neil Silberg
US	14/297,110 (06/05/2014)		Administration of Antibiotics and Therapeutic Agents	Barry Neil Silberg
US	13/374,221 (12/15/2011)		Ultrasonic Dispersion of Compositions in Tissue	Barry Neil Silberg
US	62/007,709 (06/04/2014)		Systems and Methods for Therapeutic Agent Delivery	Barry Neil Silberg

Exhibit A -- Assignment