

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3522970

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SUN & SKIN CARE RESEARCH, LLC	09/09/2015
RECEIVING PARTY DATA		
Name:	SOLSKYN PERSONAL CARE LLC	
Street Address:	1725 N BROWN ROAD	
City:	LAWRENCEVILLE	
State/Country:	GEORGIA	
Postal Code:	30043	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8153105	
Application Number:	12838221	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
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NAME OF SUBMITTER:	MATTHEW S. MAKOVER	
SIGNATURE:	/Matthew S. Makover/	
DATE SIGNED:	09/11/2015	
Total Attachments: 5		
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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment") is made this 9th day of September, 2015, by and between Sun & Skin Care Research, LLC, a Delaware limited liability company ("Assignor"), and SolSkyn Personal Care LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignor and Assignee are parties to that certain Master Intellectual Property Agreement, dated as of September 9, 2015 (the "Master IP Agreement");

WHEREAS, pursuant to the Master IP Agreement, Assignor agreed to assign to Assignee all of Assignor's rights, title and interests in and to the patents and patent applications listed on Schedule 1 hereto (the "Assigned Patents"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Patents with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Master IP Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment**. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its rights, title and interests (whether statutory, common law or otherwise) in and to the Assigned Patents. The foregoing assignment of the Assigned Patents includes the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Assigned Patents, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor in or to the Assigned Patents.
2. **Acknowledgment**. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the sole and exclusive owner of all of Assignor's rights, title and interests in and to the Assigned Patents. The parties hereby acknowledge and affirm that their respective rights in and to the Assigned Patents are more fully set forth in the Master IP Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Master IP Agreement, the terms of the Master IP Agreement shall govern.
3. **Further Assurances**. Each Party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Agreement and to consummate the actions contemplated hereby, including the


execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. **Costs.** Any reasonable costs incurred by Assignor shall be borne by Assignee.
5. **Binding Effect; Assignment.** This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
6. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.
7. **Counterparts; Effectiveness.** This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed
as of the date first written above by their respective officers thereunto duly authorized.

SUN & SKIN CARE RESEARCH, LLC

By: 
Name: Gerald Woelcke
Title: CFO

[Signature Page – USPTO Patent Assignment]

PATENT
REEL: 036546 FRAME: 0432

SOLSKYN PERSONAL CARE LLC

By: 

Name: Mark Halperin

Title: EVP

SCHEDULE 1

Patent	Jurisdiction	Application Number/ Filing Date	Patent Number/ Issue Date	Status
Sunblock Composition with Photostabilizer and Method of Preparation	US Federal	12165919 1-Jul-2008	8153105 10-Apr-2012	Registered
Vitamin D Sunblock	US Federal	12838221 16-Jul-2010	Not Available	Pending