503486780 09/18/2015

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3533405

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
GRISCOM BETTLE III	07/02/2009

### **RECEIVING PARTY DATA**

Name:	DOCTORS SOLUTIONS, LLC
Street Address:	2717 OSLER #101
City:	GRAND PRARIE
State/Country:	TEXAS
Postal Code:	75051

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	8536228

### **CORRESPONDENCE DATA**

Fax Number: (617)248-4000

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.

Phone: 617-248-5000

Email: patentdocket@choate.com

**Correspondent Name:** CHOATE, HALL & STEWART LLP Address Line 1: TWO INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010034-0014
NAME OF SUBMITTER:	DANIEL A. KLEIN
SIGNATURE:	/Daniel A. Klein/
DATE SIGNED:	09/18/2015

### **Total Attachments: 11**

source=Bettle to Doctors Solutions for recordation#page1.tif source=Bettle to Doctors Solutions for recordation#page2.tif source=Bettle to Doctors Solutions for recordation#page3.tif source=Bettle to Doctors Solutions for recordation#page4.tif source=Bettle to Doctors Solutions for recordation#page5.tif source=Bettle to Doctors Solutions for recordation#page6.tif

> **PATENT** REEL: 036603 FRAME: 0774

503486780

source=Bettle to Doctors Solutions for recordation#page7.tif source=Bettle to Doctors Solutions for recordation#page8.tif source=Bettle to Doctors Solutions for recordation#page9.tif source=Bettle to Doctors Solutions for recordation#page10.tif source=Bettle to Doctors Solutions for recordation#page11.tif

### PATENT ASSIGNMENT

I, GRISCOM BETTLE, III, residing at 1660 STONE RIDGE TERRACE, SARASOTA, FLORIDA 34232 ("ASSIGNOR"), in consideration of \$50,000.00, and other good and sufficient considerations, the receipt of which is hereby acknowledged, by these presents hereby agree as follows:

ASSIGNOR has sold, assigned, transferred and set over, and by these presents sells, assigns, transfers and sets over unto DRS. SOLUTIONS, LLC, a Delaware limited liability company having a principal place of business located at 2717 OSLER #101, GRAND PRARIE, TEXAS 75051 ("ASSIGNEE") and its successors, assigns and legal representatives, effective as of the date listed below, ASSIGNOR'S entire right, title and interest, for all countries, in and to the invention described in an application for Letters Patent of the United States, Application Serial No. 10/670,034 filed on September 22, 2003 entitled "Transdermal Compositions" with the inventors Griscom Bettle, III and William S. Coury (the "Patent Application"), and all the rights and privileges under any and all Letters Patent that may be granted therefor and thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

In addition, ASSIGNOR has sold, assigned, transferred and set over, and by these presents sells, assigns, transfers and sets over unto ASSIGNOR all proprietary materials and data, trade secrets, fundamental research, drafts, drawings, notes, and all other materials and research connected to the development of, or otherwise embodied in, the invention described in the Patent Application (the "Background Materials"), regardless of whether such Background Materials are specifically described or otherwise listed in the Patent Application.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to ASSIGNEE its successors, assigns and legal representatives, or to such nominees as it may designate.

ASSIGNOR agrees that, when requested, ASSIGNOR will, without charge to ASSIGNEE but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assigns and legal representatives or nominees.

ASSIGNOR authorizes and empowers ASSIGNEE, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from ASSIGNOR.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

ASSIGNOR further represents and warrants that ASSIGNOR'S rights to assign rights and property described herein are not limited by any agreement with the co-inventor, and that the rights and property herein conveyed are free and clear of any encumbrance, lien, security interest, or prior assignment, and that ASSIGNOR has full right to convey the same as herein expressed.

This assignment has been executed by the undersigned on the date opposite my name.

Date:  $\frac{7/2}{2}$ , 2009.

GRISCOM BETTLE, III

("ASSIGNOR")

STATE OF Texas

COUNTY OF Tarrant

This 2009 day of July, 2009 before me personally appeared GRISCOM BETTLE, III, by me personally known, who acknowledged the foregoing instrument by him or her subscribed to be his or her free act and deed.

Notary Public

FREE STATE OF THE STATE OF THE

#### CONFIRMATION OF ASSIGNMENT

WHEREAS, a Delaware limited liability company named Doctor's Solutions, LLC (the "Assignee") was formed on December 19, 2008, as evidenced by that certain Certificate of Formation attached hereto as Exhibit A;

WHEREAS, Griscom Bettle, III, then residing at 1660 Stone Ridge Terrace, Sarasota, FL 34232 (the "Assignor"), in consideration of \$50,000.00, and other good and sufficient considerations, the receipt of which was acknowledged in that certain Patent Assignment document (the "Original Assignment") executed by the Assignor on July 2, 2009 (attached hereto as Exhibit B, and recorded at the United States Patent and Trademark Office (the "PTO") at Reel 023426 and Frame 0197), did sell, assign, transfer, and set over, his entire right, title and interest in and to an invention entitled: "Transdermal Compositions", for which United States Patent Application No. 10/670,034 (the "Application") was filed on September 22, 2003;

WHEREAS, through clerical error, the Original Assignment truncated the word "Doctor's" in the Assignee name to "Drs.", so that the name was incorrectly stated in the Original Assignment as "Drs. Solutions, LLC";

WHEREAS, the Assignee executed a Certificate of Amendment (attached hereto as Exhibit C) on August 2, 2009, amending its name to DRSS Global, LLC;

WHEREAS, the Assignee executed a Certificate of Conversion (attached hereto as Exhibit D) from a Limited Liability Company to a Corporation on October 1, 2010, which corporation was and is named Microdermis Corporation, and, as of the date of execution of this Amended and Restated Assignment, has a usual place of business at 103 Carnegie Center, Suite 300, Princeton, NJ 08540;

WHEREAS, the Assignee desires to clarify the record with respect to assignment of the invention described in the Application, and in particular to:

- a) correct the record with respect to the clerical error; and
- b) confirm that the correct name of the present Assignee of the entire right, title and interest in the invention described in the Application is "Microdermis Corporation";

NOW, THEREFORE, to all whom it may concern be it known that the undersigned, having personal knowledge of the formation and existence of Doctor's Solutions, LLC and of the Assignor's consultancy thereto at the time of the Original Assignment, hereby avers and confirms that the contraction of "Doctor's" to "Drs." in the name of the Assignee as written in the Original Assignment was no more than a clerical error, and that the Original Assignment documented transfer of Assignor's entire right, title, and interest in and to the invention described in the Application to Assignee. That is, the present Confirmation of Assignment establishes and/or confirms that the text of the second paragraph preceding "a Delaware limited liability company" in the Original Assignment is and was understood to read:

ASSIGNOR has sold, assigned transferred and set over, and by these presents sells, assigns, transfers and sets over unto Doctor's Solutions, LLC,

THUS, among other things, the present Confirmation of Assignment confirms that the transfer of rights to Assignee that was documented in the Original Assignment was fully effective at least as of the execution date of the Original Assignment, i.e., July 2, 2009.

Confirmation of Assignment of "Transdermal Compositions" page 1 of 2

**PATENT** 

REEL: 036603 FRAME: 0778

SIGNED this 16 day of Sefet, 2015. James P. Hosler

Before me this ///hay of Sept, 2015, personally appeared James P. Hosler, and proved to me through satisfactory evidence of identity which was // Level to be the person whose name is signed on the preceding or attached document, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

LINDA C. DEATON
Notary Public, Stote of Texas
My Commission Expires
August 11, 2019

Confirmation of Assignment of "Transdermal Compositions" page 2 of 2

REEL: 036603 FRAME: 0779

**PATENT** 

# Certificate of Formation

### Doctor's Solutions, LLC

FIRST: The name of the limited liability company is Doctor's Solutions, LLC

SECOND: The address of its registered office in the State of Delaware is 3422 Old Capitol trail, Suite 700, Wilmington, DE 19808-6192, county of New Castle. The name of its registered agent at such address is DELAWARE BUSINESS INCORPORATORS, INC.

**THIRD:** The initial member of this Limited Liability Company has the authorization to lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business.

FOURTH: The duration of this Limited Liability Company will be perpetual.

IN WITNESS WHEREOF, the undersigned Authorized Agent has executed this Certificate of Formation on this date of 12/19/2008.

AUTHORIZED PERSON: AGENT - DELAWARE BUSINESS INCORPORATORS, INC.

By: RUSSELL D. MURRAY, V.P.

DBIID: 795156733

State of Delaware Secretary of State Division of Corporations Delivered 11:46 AM 12/19/2008 FTHED 11:34 AM 12/19/2008 FTM 08/213403 - 4636078 FTHE

Confirmation of Assignment of "Transdermal Compositions" A-1

PATENT

REEL: 036603 FRAME: 0780

### PATENT ASSIGNMENT

I, GRISCOM BETTLE, III, residing at 1660 STONE RIDGE TERRACE, SARASOTA, FLORIDA 34232 ("ASSIGNOR"), in consideration of \$50,000.00, and other good and sufficient considerations, the receipt of which is hereby acknowledged, by these presents hereby agree as follows:

ASSIGNOR has sold, assigned, transferred and set over, and by these presents sells, assigns, transfers and sets over unto DRS. SOLUTIONS, LLC, a Delaware limited liability company having a principal place of business located at 2717 OSLER #101, GRAND PRARIE, TEXAS 75051 ("ASSIGNEE") and its successors, assigns and legal representatives, effective as of the date listed below, ASSIGNOR'S entire right, title and interest, for all countries, in and to the invention described in an application for Letters Patent of the United States, Application Serial No. 10/670,034 filed on September 22, 2003 entitled "Transdermal Compositions" with the inventors Griscom Bettle, III and William S. Coury (the "Patent Application"), and all the rights and privileges under any and all Letters Patent that may be granted therefor and thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

In addition, ASSIGNOR has sold, assigned, transferred and set over, and by these presents sells, assigns, transfers and sets over unto ASSIGNOR all proprietary materials and data, trade secrets, fundamental research, drafts, drawings, notes, and all other materials and research connected to the development of, or otherwise embodied in, the invention described in the Patent Application (the "Background Materials"), regardless of whether such Background Materials are specifically described or otherwise listed in the Patent Application.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to ASSIGNEE its successors, assigns and legal representatives, or to such nominees as it may designate.

ASSIGNOR agrees that, when requested, ASSIGNOR will, without charge to ASSIGNEE but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assigns and legal representatives or nominees.

Confirmation of Assignment of "Transdermal Compositions" B-1

PATENT REEL: 023426 PRAME: 0196 REEL: 036603 FRAME: 0781 ASSIGNOR authorizes and empowers ASSIGNEE, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from ASSIGNOR.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

ASSIGNOR further represents and warrants that ASSIGNOR'S rights to assign rights and property described herein are not limited by any agreement with the co-inventor, and that the rights and property herein conveyed are free and clear of any encumbrance, lien, security interest, or prior assignment, and that ASSIGNOR has full right to convey the same as herein expressed.

This assignment has been executed by the undersigned on the date opposite my name.

Date:  $\frac{7/2}{2}$ , 2009.

GRISCOM BETTLE, III

("ASSIGNOR")

STATE OF Texas

COUNTY OF Tarrant

This 2009 day of July, 2009 before me personally appeared GRISCOM BETTLE, III, by me personally known, who acknowledged the foregoing instrument by him or her subscribed to be his or her free act and deed.

Notary Public

Confirmation of Assignment of "Transdermal Compositions" B-2

**RECORDED: 10/27/2009** 

FREE TO STATE OF THE STATE OF T

EL: 023426FRAME: 0197 L: 036603 FRAME: 0782 Exhibit C

State of Delaware Secretary of State Division of Corporations Delivered 01:10 PM 09/02/2009 FILED 01:10 PM 09/02/2009 SRV 090828958 - 4636078 FILE

### STATE OF DELAWARE CERTIFICATE OF AMENDMENT

Name of Limit	ed Liability Compa	ny: DOCTORS	SOLUTIONS,	LLC
The Certificate	of Formation of th	e limited liabili	ry company is her	ebv an
as follows:				
DRSS Globa	l, LLC			
			•	
DAT TAXABLE CO.	0.00EDEOE 41		a avenuted this Co	
IN WILLIAMS	WHEREOF, the u	ndersigned have	e executed this Co	Turion
	day of	August		2009
	day of	August		2009
	day of	August		2005
	day of	August  By:	A.D.	
the 2ND	day of			
	day of	Ву: УШ	A.D.	on(s)

# Delaware

PAGE 1

### The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND

CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE

LIMITED LIABILITY COMPANY UNDER THE NAME OF "DRSS GLOBAL, LLC"

TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "DRSS GLOBAL,

LLC" TO "MICRODERMIS CORPORATION", FILED IN THIS OFFICE ON THE

FIRST DAY OF OCTOBER, A.D. 2010, AT 4:29 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4636078 8100V

100961998

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENT CATION: 8265376

TOTHENT CALLON. 6203370

DATE: 10-01-10

State of Delaware Secretary of State Division of Corporations Delivered 04:29 FM 10/01/2010 FILED 04:29 FM 10/01/2010 SRV 100961998 - 4636078 FILE

## STATE OF DELAWARE CERTIFICATE OF CONVERSION FROM A LIMITED LIABILITY COMPANY TO A CORPORATION

Pursuant to Title 8, Section 265 of the Delaware General Corporation Law, the undersigned, on behalf of DRSS Global, LLC, a Delaware limited liability company, executed the following Certificate of Conversion:

- 1. The date on which DRSS Global, LLC, a Delaware limited liability company, was first formed is December 19, 2008.
- 2. The jurisdiction in which DRSS Global, LLC was first formed is the state of Delaware.
- 3. The jurisdiction immediately prior to the filing of this Certificate of Conversion is the state of Delaware.
- 4. DRSS Global, LLC is the name of the limited liability company immediately prior to the filing of this Certificate of Conversion.
- 5. Microdermis Corporation is the name of the corporation as set forth in its Certificate of Incorporation filed in accordance with Section 265(b)(2) of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting limited liability company has executed this Certificate of Conversion on this 1<sup>st</sup> day of October, 2010.

/s/ David McCann Sweeney

David McCann Sweeney

Title: Chief Executive Officer

Confirmation of Assignment of "Transdermal Compositions" D-2

## STATE OF DELAWARE CERTIFICATE OF CONVERSION FROM A LIMITED LIABILITY COMPANY TO A CORPORATION

Pursuant to Title 8, Section 265 of the Delaware General Corporation Law, the undersigned, on behalf of DRSS Global, LLC, a Delaware limited liability company, executed the following Certificate of Conversion:

- 1. The date on which DRSS Global, LLC, a Delaware limited liability company, was first formed is December 19, 2008.
- 2. The jurisdiction in which DRSS Global, LLC was first formed is the state of Delaware.
- 3. The jurisdiction immediately prior to the filing of this Certificate of Conversion is the state of Delaware.
- 4. DRSS Global, LLC is the name of the limited liability company immediately prior to the filing of this Certificate of Conversion.
- 5. Microdermis Corporation is the name of the corporation as set forth in its Certificate of Incorporation filed in accordance with Section 265(b)(2) of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting limited liability company has executed this Certificate of Conversion on this 4 day of October 2010.

David McCann Sweeney

Title: Chief Executive Officer

Confirmation of Assignment of "Transdermal Compositions" D-3

RECORDED: 09/18/2015 REEL: 036603 FRAME: 0786