

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH M. FAYAD M.D.	08/15/2013
RECEIVING PARTY DATA	
Name:	THERABRAKE, INC.
Street Address:	100 CROSBY BOULEVARD
City:	EGGERTSVILLE
State/Country:	NEW YORK
Postal Code:	14226
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	61190818
Application Number:	61309991
Application Number:	61551638
Application Number:	61514174
Application Number:	61480788
Application Number:	12932633
Application Number:	14002642
Application Number:	13460753
PCT Number:	US0905016
Application Number:	61750042
Application Number:	14759283
PCT Number:	US1540879
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PATENT

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ATTORNEY DOCKET NUMBER:	379364-1
NAME OF SUBMITTER:	PAUL CARANGO
SIGNATURE:	/PC/
DATE SIGNED:	09/23/2015
Total Attachments: 4 source=Assignment of Patent Apps & IP Rights#page1.tif source=Assignment of Patent Apps & IP Rights#page2.tif source=Assignment of Patent Apps & IP Rights#page3.tif source=Assignment of Patent Apps & IP Rights#page4.tif	

**ASSIGNMENT OF PATENT APPLICATIONS AND
INTELLECTUAL PROPERTY RIGHTS**

This agreement, dated as of the date appearing in the jurat below, is by and between Joseph M. Fayad, M.D., an individual, residing at 3583 Tobias Lane, Henderson, NV 89120 ("Fayad") and TheraBrake, Inc., a Delaware corporation, residing at 100 Crosby Boulevard, Eggertsville, NY 14226 ("TheraBrake").

WHEREAS, Fayad has invented certain new and useful improvements in the art of inducing satiety and treating non-insulin dependent diabetes mellitus, prediabetic symptoms, insulin resistance and related disease, states and conditions (the "Controlled Release Dosage Invention");

WHEREAS, Fayad has filed for patent protection covering the Controlled Release Dosage Invention, including International Patent Application No. PCT/US09/05016 and U.S. Patent Application No. 12/932,633 published as U.S. Pub. No. 2011/0268795 (the "Patent Applications");

WHEREAS, Fayad intends to file continuation applications or new patent applications as needed to cover his ongoing discoveries in connection with the Controlled Release Dosage Invention;

WHEREAS, Fayad lacks the time, inclination, experience and resources to exploit the Controlled Release Dosage Invention to its fullest potential;



WHEREAS, Fayad and another individual, Jerome Schentag, formed TheraBrake to exploit the Controlled Release Dosage Invention to its fullest potential;

WHEREAS, Fayad wishes to assign all of his right, title and interest in the Controlled Release Dosage Invention to TheraBrake;

WHEREAS, TheraBrake wishes to accept the assignment of all of Fayad's right, title and interest in the Controlled Release Dosage Invention;

NOW, THEREFORE, for good and valuable consideration, Fayad, by these presents, does sell, assign and transfer unto TheraBrake the full and exclusive right to the Controlled Release Dosage Invention in the United States, and the entire rights, title and interest in and to any and all patents which may be granted therefor in the United States, including pursuant to the Patent Applications, which are expressly assigned by Fayad to TheraBrake hereunder. Fayad hereby authorizes and requests the Director of the U.S. Patent & Trademark Office to issue any patent pursuant to the Controlled Release Dosage Invention and the Patent Applications, and to transfer any provisional or non-provisional patent applications for same, to TheraBrake, including the entire right, title and interest in and to the same, for its sole use and behoof, and for the use and behoof of its successors and assigns, to the full end of the term for which any such patent may be granted, as fully and entirely as the same would have been held by Fayad had this assignment and sale not been made. This assignment expressly covers all continuation applications and new patent applications filed by Fayad in connection with the Controlled Release Dosage



Invention and the Patent Applications, at any time in the future. A copy of this assignment agreement shall suffice to support the assignment to TheraBrake of any such continuation applications at the time they are filed with the United States Patent & Trademark Office. Notwithstanding, Fayad hereby agrees to execute such documents as shall be reasonably necessary to support the efforts of TheraBrake to file patent applications based on the Patent Applications or on the Controlled Release Dosage Invention generally with the U.S. Patent & Trademark Office, and all continuation patent applications connected with same.

Fayad does further sell, assign and transfer unto TheraBrake the full and exclusive right to the Controlled Release Dosage Invention throughout the world, including pursuant to the Patent Applications, and the entire rights, title and interest in and to any and all patents which may be granted therefor anywhere in the world, as based on the PCT system or any other treaty rights flowing from the Patent Applications or otherwise. Fayad hereby agrees to execute such documents as shall be reasonably necessary to support the efforts of TheraBrake to file foreign country patent applications based on the Patent Applications or on the Controlled Release Dosage Invention generally, and all continuation patent applications connected with same. Fayad further agrees that the entire right, title and interest in and to such foreign country patents that issue from such foreign country patent applications shall be in the name of TheraBrake, and for its sole use and behoof, and for the use and behoof of its successors and assigns, to the full end of the term for which such patents may be granted, as fully and entirely as the same would have been held by Fayad had this assignment and sale not been made.



JOSEPH M. FAYAD, M.D.

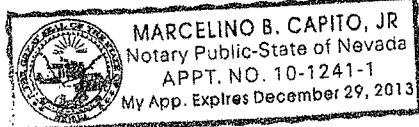
THERABRAKE, INC.

Joseph M. Fayad *James Burke*

State of Nevada)
) ss:
County of Clark)

Before me personally appeared Joseph M. Fayad, M.D. and acknowledged *August 1st* *Mr*
the foregoing instrument to be his free act and deed this *15th* day of *July*, 2013.

[Signature]



Notary Public

[Handwritten mark]