

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3783374

|   |  |                       |
|---|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                 |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                                     |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |
|   | <b>Name</b>                                    | <b>Execution Date</b> |
|   | C. ANDREW FLEMING                              | 03/08/2016            |
| <b>RECEIVING PARTY DATA</b>   |  |                       |
| <b>Name:</b>  | PRECONDIT, LLC                                 |                       |
| <b>Street Address:</b>  | 9128 NAUTICAL WATCH DRIVE, SUITE 452           |                       |
| <b>City:</b>  | INDIANAPOLIS                                   |                       |
| <b>State/Country:</b>   | INDIANA  |                       |
| <b>Postal Code:</b>   | 46236  |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |
| <b>Property Type</b>  | <b>Number</b>                                  |                       |
| <b>Application Number:</b>  | 13918143                                       |                       |
| <b>Application Number:</b>  | 14574858                                       |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |
| <b>Fax Number:</b>  | (317)637-7561                                  |                       |
| <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>   | 317-634-3456                                   |                       |
| <b>Email:</b>   | docketdept@uspatent.com                        |                       |
| <b>Correspondent Name:</b>  | MATTHEW M. GARDLIK                             |                       |
| <b>Address Line 1:</b>  | WOODARD, EMHARDT, MORIARTY, MCNETT & HENRY LLC |                       |
| <b>Address Line 2:</b>  | 111 MONUMENT CIRCLE, SUITE 3700                |                       |
| <b>Address Line 4:</b>  | INDIANAPOLIS, INDIANA 46204                    |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 020412-00004/6                                 |                       |
| <b>NAME OF SUBMITTER:</b>   | CAROL A. THOMAS                                |                       |
| <b>SIGNATURE:</b>   | /Carol A. Thomas/                              |                       |
| <b>DATE SIGNED:</b>   | 03/15/2016                                     |                       |
| <b>Total Attachments: 5</b>   |  |                       |
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| source=Precondit#page2.tif  |  |                       |
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| source=Precondit#page4.tif  |  |                       |



# ASSIGNMENT

## 1. DEFINITIONS

- 1.1 **ASSIGNOR** means the one or more parties identified in the assignor signature section at the bottom of this assignment.
- 1.2 **ASSIGNEE** means Precondit, LLC, a limited liability company of the State of Indian, having a principal place of business at 9128 Nautical Watch Drive, Suite 452, Indianapolis, IN 46236 as well as its successors and/or assigns.
- 1.3 **PATENTS** means the one or more patents and/or patent applications identified in Appendix A.
- 1.4 **INVENTIONS** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENTS and/or any invention disclosure material associated with the PATENTS.
- 1.5 **RELATED PATENT CASES** means any and all patent applications, patents, and/or patent proceedings:
- a. claiming and/or disclosing the INVENTIONS, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
  - b. claiming directly or indirectly priority to and/or from the PATENTS, under domestic laws, the Paris Convention, Patent Cooperation Treaty (PCT), and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
  - c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTIONS and/or the PATENTS, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 **RELATED INTELLECTUAL PROPERTY** includes, but is not limited to, copyrights, moral rights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTIONS, PATENTS, and/or RELATED PATENT CASES.
- 1.7 **TRANSFERRED RIGHTS** means any and all rights, title, and/or interests assigned or otherwise transferred in this assignment, including, but not limited to, the INVENTIONS, PATENTS, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 1.8 **GEOGRAPHIC SCOPE** means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.9 **EFFECTIVE DATE** means the earlier of the conception date of the INVENTIONS, the filing date of the PATENTS, the filing date of the RELATED PATENT CASES, and/or the date of this assignment is first signed by at least one of the parties.

## 2. ASSIGNMENT OF RIGHTS

- 2.1 Consideration. The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.2 Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all its rights, title, and interest in and/or to the INVENTIONS, PATENTS, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 2.4 Future Improvements. The ASSIGNOR hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTIONS, PATENTS, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 2.5 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENTS and the RELATED PATENT CASES.
- 2.6 Infringement and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future causes of action for infringement and/or misappropriation of the TRANSFERRED RIGHTS, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.
- 2.7 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future remedies for infringement and/or misappropriation of the TRANSFERRED RIGHTS, including damages, royalties, and profits.

## ASSIGNMENT

2.8 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

### 3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desired to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

### 4. ATTORNEY CLIENT PRIVILEGE

4.1 Assignment of Attorney-Client Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future rights and privileges related to any attorney-client privilege and/or work product of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Attorney Client Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product, and/or common interest without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Attorney-Client Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege and/or work product of the ASSIGNOR does not constitute total waiver.

### 5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Consent Required to Convey. The ASSIGNOR hereby covenants and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the TRANSFERRED RIGHTS.

5.3 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

5.4 Marketable Title. The ASSIGNOR hereby covenants and warrants that, to the best of the ASSIGNOR'S knowledge, the ASSIGNOR has good and marketable title to the TRANSFERRED RIGHTS, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, and/or charges of any nature whatsoever.

### 6. MISCELLANEOUS

6.1 Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents issuing from the PATENTS and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall not affect the validity and/or enforceability of the remaining provisions this assignment.

6.3 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the state of Texas, without reference to the conflict of law principles thereof. It is further understood that Assignor consents to the courts of the state of the Texas in connection with any dispute arising under the assignment.

6.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

# ASSIGNMENT

WITNESS Assignor's hand this 8 day of March, 2016.

C. Andrew Fleming  
C. Andrew Fleming

STATE OF INDIANA )  
COUNTY OF MARION )

)  
) SS  
)

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, C. Andrew Fleming, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 8 day of March, 2016.

Notary Public: Jacqueline Cohen

Printed Name: Jacqueline Cohen

Resident of Marion County

My Commission Expires:

8-11-17

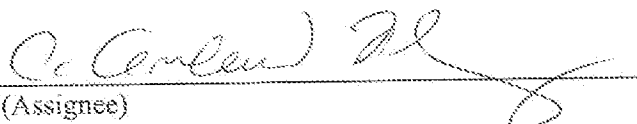


JACQUELINE COHEN, NOTARY PUBLIC  
MY COMMISSION EXPIRES: 8/11/2017  
MY COUNTY OF RESIDENCE: MARION

# ASSIGNMENT

Assignee: PROCONDIT, LLC

Assignee hereby accepts the sale, transfer and assignment of the Intellectual Property and Related Rights.

  
Signature (Assignee)

Printed Name: C. Andrew Fleming

Title: Managing Member

Company: Procondit, LLC

Date: 8 day of March, 2016

# ASSIGNMENT

| Appendix A |                 |            |  |
|------------|-----------------|------------|--|
| Country    | Application No. | Filed      | Title                                      |
| U.S.       | 13/918,143      | 6/14/2013  | ANTI-NAUSEA DRUG COMBINATIONS              |
| U.S.       | 14/574,858      | 12/18/2014 | TREATING POSTOPERATIVE NAUSEA AND VOMITING |