# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3881228

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
NEW NITRO FORMULATIONS LTD	12/29/2011

#### **RECEIVING PARTY DATA**

Name:	NORTHERN INNOVATIONS AND FORMULATIONS CORP.	
Street Address:	381 NORTH SERVICE ROAD W	
City:	OAKVILLE, ONTARIO	
State/Country:	CANADA	
Postal Code:	L6M0H4	

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

Property Type	Number
Patent Number:	5817329

#### **CORRESPONDENCE DATA**

**Fax Number:** (212)425-5288

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:** 212-425-7200

**Email:** jhardy@kenyon.com

Correspondent Name: KENYON & KENYON LLP

Address Line 1: ONE BROADWAY

Address Line 4: NEW YORK, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	11411/1702
NAME OF SUBMITTER:	MICHAEL GLYNN
SIGNATURE:	/Michael Glynn/
DATE SIGNED:	05/19/2016

#### **Total Attachments: 2**

source=2011-12-29 - REDACTED - 5,817,329 Assignment (NewNitro to Northern Innovations and

Formulations)#page1.tif

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Formulations)#page2.tif

PATENT 503834580 REEL: 038650 FRAME: 0821

PATENT ASSIGNMENT AGREEMENT

BETWEEN, New Nitro Formulations Ltd., an Ontario corporation, having a principal

place of business at 381 North Service Rd W, Oakville, Ontario Canada L6M 0H4 (hereinafter

"Assignor") and Northern Innovations and Formulations Corp. an Ontario corporation, having

a principal place of business at 381 North Service Rd W, Oakville, Ontario Canada L6M 0H4,

(hereinafter "Assignee"):

WHEREAS, the Assignor is the owner of all right, title and interest in and to each and all

of the patents and related intellectual property listed in Exhibit A (hereto reproduced and

attached) of the Agreement of Purchase and Sale (the "APS") dated December 29, 2011,

between the Assignor and the Assignee" (collectively the "Patent");

WHEREAS, the Assignee wishes to acquire from the Assignor all right, title and interest

in and to the Patent in accordance with the terms and conditions of the APS;

NOW, THEREFORE, to all whom it may concern, for good and valuable consideration,

the receipt and sufficiency of which are hereby acknowledged, the Assignor by these presents

does hereby sell, transfer, convey and assign unto the Assignee its entire right, title and interest

in and to the Patent in accordance with the terms and conditions of the APS, and the right to

sue for and recover for the past infringement thereof.

**NEW NITRO FORMULATIONS LTD.** 

Name: Norm Vanderee

Title: Chief Financial Officer

Date:

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**PATENT** 

REEL: 038650 FRAME: 0822

#### **EXHIBIT A**

# **ASSETS**

# Patent Portfolio and other Intellectual Property Rights

#### 1. Patent Portfolio:

- 1.1. US 5,817,329 Acetabolan Acetyl-I-carnitine;
- 1.2. CAN 2,246,014 Creatine and ALA;
- 1.3. CAN 2,208,047 Creatine and Glycogen;
- 1.4. EPO 798971 Creatine and Glycogen;
- 1.5. EPO 1221865 Nitric Oxide Inducer and Protein;
- 1.6. MEX 244212 Nitric Oxide Inducer and Protein;
- 1.7. MEX 201323 Creatine and Glycogen;
- 1.8. Any other patents, patent applications and patent disclosures, made under or otherwise owned by New Nitro Formulations Ltd. or its predecessors.

## 2. Other Intellectual Property:



3. Any and all other rights to existing and future, registrations and applications for any of the foregoing and all other proprietary rights in, or relating to, any of the foregoing, including goodwill associated therewith, remedies against and rights to sue for past infringements, and rights to damages and profits due or accrued in or relating to any of the foregoing.

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PATENT REEL: 038650 FRAME: 0823