503910978 07/12/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3957630

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CHARLESTON LABORATORIES, INC.	07/24/2014

RECEIVING PARTY DATA

Name:	LOCL PHARMA, INC.	
Street Address:	195 E. RENO AVENUE, SUITE A, OFFICE #132	
City:	LAS VEGAS	
State/Country:	NEVADA	
Postal Code: 89119		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	15206955	

CORRESPONDENCE DATA

Fax Number:

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: (650) 493-9300

Email: patentdocket@wsgr.com, hglasson@wsgr.com
Correspondent Name: WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	47169-707.302
NAME OF SUBMITTER:	HEATHER GLASSON
SIGNATURE:	/Heather Glasson/
DATE SIGNED:	07/12/2016

Total Attachments: 3

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PATENT 503910978 REEL: 039133 FRAME: 0489

CORPORATE TO CORPORATE ASSIGNMENT

Docket Number 35681-700

WHEREAS, <u>Charleston Laboratories</u>. <u>Inc.</u> (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") as set forth in Annex A hereto:

WHEREAS, LOCL Pharma, Inc., a corporation of the State of <u>Delaware</u>, having a place of business at <u>Eight West Laurel Street</u>, 1st Floor, Georgetown, DE 19947-1424, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

- 1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.
- 2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.
- 4. Said Assignor hereby warrants, represents and covenants that said Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Assignor hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

CORPORATE TO CORPORATE ASSIGNMENT	Docket Number 35681-700
IN WITNESS WHEREOF, said Assignor has executed and delivered this in written below:	strument to said Assignee as of the dates
written below:	
ASSIGNOR Charleston Laboratories, Inc.	
Date: 7/24/2014 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
Ryan Baker, Chief Operating Officer	
State/Commonwealth of FLOCION)	
County of PACH ROKIL	
On July 24,2014 before me, GARY PETTIT (1)	Name/Title of Notary)
personally appeared Ryan Baker (Name of Signer) who proved to me on the basis of satisfactor	ory evidence to be the
person whose name is subscribed to the within instrument and acknowledged to me that s/he chis/her authorized capacity, and that by his/her signature on the instrument the person, or entit	executed the same in
the person acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of the foregoing paragraph is true and correct.	
WITNESS my hand and official seal., \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	GARY PETTIT
Signature:	Notary Public - State of Florida My Comm. (Ryptery Agraf B, 2015 Commission # EE 84108
RECEIVED AND AGREED TO BY ASSIGNED LOCL Pharma, Inc.	THE STATE OF THE S
Date: 7/24/14	
Paul Bosse, President	
State/Commonwealth of Flours	
County of PACM BEACH	
On JULY 24, 2014 before me. (They Petro	Jame/Title of Notary)
personally appeared Paul Bosse (Name of Signer) who proved to me on the basis of satisfactor	v evidence to be the
person whose name is subscribed to the within instrument and acknowledged to me that s/he e	vecuted the same in
his/her authorized capacity, and that by his/her signature on the instrument the person, or entire the person acted, executed the instrument.	ì
I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of	ALADA Alba
the foregoing paragraph is true and correct.) WITNESS my hand and official seal.	GARY PETTIT
	Notary Public - State of Florida
Signature:	My Comm Expires Apr 13, 2015
	COMMISSION # CF C

Annex A

Annex A				
Application No.	Patent No.	Filing Date	Issue Date	Title
2,665,841	N/A	10/9/2007	N/A	PHARMACEUTICAL COMPOSITIONS
07871139.7	N/A	10/9/2007	N/A	PHARMACEUTICAL COMPOSITIONS
14177981.9	N/A	10/9/2007	N/A	PHARMACEUTICAL COMPOSITIONS
10105451.9	N/A	10/9/2007	N/A	PHARMACEUTICAL COMPOSITIONS
2009-531645	N/A	10/9/2007	N/A	PHARMACEUTICAL COMPOSITIONS
2013-242699	N/A	10/9/2007	N/A	PHARMACEUTICAL COMPOSITIONS
US2007/80831	N/A	10/9/2007	N/A	PHARMACEUTICAL COMPOSITIONS
60/948,375	N/A	7/6/2007	N/A	PHARMACEUTICAL COMPOSITIONS
60/850,451	N/A	10/9/2006	N/A	PHARMACEUTICAL COMPOSITIONS
60/921,563	N/A	4/3/2007	N/A	PHARMACEUTICAL COMPOSITIONS
14/099,432	N/A	12/6/2013	N/A	PHARMACEUTICAL COMPOSITIONS
12/444,521	8,653,066	2/4/2010	2/18/2014	PHARMACEUTICAL COMPOSITIONS
2,749,273	N/A	1/9/2009	N/A	PHARMACEUTICAL COMPOSITIONS
09700524.3	N/A	1/9/2009	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS
2010-542386	N/A	1/9/2009	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS
2013-237727	N/A	1/9/2009	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS
US2009/30662	N/A	1/9/2009	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS
61/020,139	N/A	1/9/2008	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS
12/351,704	8,124,126	1/9/2009	2/28/2012	
13/347,552	N/A	1/10/2012	N/A	PHARMACEUTICAL COMPOSITIONS
14/036,946	N/A	9/25/2013	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS
61/043,037	N/A	4/7/2008	N/A	PHARMACEUTICAL COMPOSITIONS
61/060,758	N/A	6/11/2008	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS
	N/A	4/3/2009	N/A	PHARMACEUTICAL COMPOSITIONS
61/166,511	1	4/3/2009	IN/A	PPROMETHAZINE OR PROMETHAZINE
61/321,199	N/A	4/6/2010	N/A	SALT COMPOSITIONS PPROMETHAZINE OR PROMETHAZINE SALT COMPOSITIONS
2,767,576	N/A	7/8/2010	N/A	PHARMACEUTICAL COMPOSITIONS
10797879.3	N/A	7/8/2010	N/A	PHARMACEUTICAL COMPOSITIONS
12111143.9	N/A	7/8/2010	N/A	PHARMACEUTICAL COMPOSITIONS
US2010/41433	N/A	7/8/2010	N/A	PHARMACEUTICAL COMPOSITIONS
61/223,999	N/A	7/8/2009	N/A	PHARMACEUTICAL COMPOSITIONS
61/224,424	N/A	7/9/2009	N/A	PHARMACEUTICAL COMPOSITIONS
14/244,455	N/A	4/3/2014	N/A	PHARMACEUTICAL COMPOSITIONS
12/967,423	8,728,522	12/14/2010	5/20/2014	PHARMACEUTICAL COMPOSITIONS
61/750,976	N/A	1/10/2013	N/A	PHARMACEUTICAL COMPOSITIONS
61/926,777	N/A	1/13/2014	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS
61/916,539	N/A	12/16/2013	N/A	PHARMACEUTICAL COMPOSITIONS
61/915,723	N/A	12/13/2013	N/A	PHARMACEUTICAL COMPOSITIONS
61/977,845	N/A	4/10/2014	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS
62/020,597	N/A	7/3/2014	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS
61/926,779	N/A	1/13/2014	N/A	PHARMACEUTICAL COMPOSITIONS PHARMACEUTICAL COMPOSITIONS

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