

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3980397

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KETO PRODUCTS, LLC	07/12/2016
RECEIVING PARTY DATA	
Name:	NEUROENERGY VENTURES, INC.
Street Address:	641 LEXINGTON AVENUE, 14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7807718
CORRESPONDENCE DATA	
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<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>	
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Correspondent Name:	GEORGE A. GELLIS, ESQ.
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NAME OF SUBMITTER:	GEORGE A. GELLIS, ESQ.
SIGNATURE:	/george a gellis/
DATE SIGNED:	07/27/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
source=Keto Products LLC -- Patent Assignment to NeuroEnergy Ventures Inc. 7-12-2016 (signed)#page1.tif	
source=Keto Products LLC -- Patent Assignment to NeuroEnergy Ventures Inc. 7-12-2016 (signed)#page2.tif	
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source=Keto Products LLC -- Patent Assignment to NeuroEnergy Ventures Inc. 7-12-2016 (signed)#page4.tif	

PATENT ASSIGNMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of July 12, 2016 (the "Effective Date"), is made by **KETO PRODUCTS, LLC** ("Assignor"), a Delaware limited liability company, located at c/o Gellis Law Group, 641 Lexington Avenue, 14th Floor, New York, New York 10022, in favor of **NEUROENERGY VENTURES, INC.** ("Assignee"), a Delaware corporation, located at c/o Gellis Law Group, 641 Lexington Avenue, 14th Floor, New York, New York 10022, in connection with the certain Agreement entered between Assignor and Assignee, dated as of July 8, 2016 (the "Principal Agreement").

WHEREAS, under the terms of the Principal Agreement, Assignor has conveyed, transferred and assigned to Assignee a certain Assigned Patent (as defined herein), and has agreed to execute and deliver this Patent Assignment in a form recordable with United States authorities including, but not limited to, the US Patent and Trademark Office (US PTO), and other national and supranational governmental authorities.

WHEREAS, Assignee wishes to obtain all of Assignor's right, title and interest in and to the Assigned Patents (as defined herein).

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. In consideration of the execution of the Principal Agreement, the payment of the consideration stipulated in the Principal Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the following (the "Assigned Patent"):

(a) the patent Registration No. 7,807,718 issued on October 5, 2010, all patents that issue from such patent, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the "Patent");

(b) all rights, privileges and protections of any kind whatsoever of Assignor accruing under the Patent provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordations; and

(c) any and all claims and causes of action, with respect to the Patent, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or

default, with the right but no obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor shall execute and deliver to Assignee, the Assignment Assignor authorizes the Commissioner for Patents for the US PTO and the appropriate officers of the US PTO and all other jurisdictions in which the Patent is or may be recorded or registered, to record and register this Patent Assignment upon request by Assignee. From time to time after the Effective Date, Assignor shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect or enforce the transfers set forth in this Patent Assignment and ensure that all of Assignor's right, title and interest in and to the Patents and of Assignor's rights, privileges and protections under the Licenses, and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this Patent Assignment.

Without limiting any of the foregoing provisions of this section 2, Assignor shall ensure that his consultants and agents testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of Assignee in, to or under the Assigned Patent and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intent of this Patent Assignment. Assignee shall reimburse Assignor for all costs reasonably incurred by Assignor in the performance of its obligations under this Section 2.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee that, as of the Effective Date:

(a) all required filings and fees related to the Patent have been timely filed with and paid to the US PTO and other relevant governmental authorities and authorized registrars, and the Patent is otherwise in good standing. Assignor has provided Assignee with true and complete copies of all file histories, documents, certificates, office actions, correspondence and other materials related to the filing, prosecution, and issuance of the Patents.

(b) to Assignor's knowledge, the Patent is valid and enforceable by Assignor in all applicable jurisdictions, and are not subject to any threat or claim to the contrary. Assignor owns all right, title and interest in and to the Patent, and the inventions and improvements disclosed and claimed therein, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Patents and Assignor's ownership and use thereof.

(c) Assignor possesses, and has the full right, power and authority to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Patent;

(d) to Assignor's knowledge, (i) no person has infringed, misappropriated or

otherwise violated, or is infringing, misappropriating or otherwise violating, the Patent; and (ii) the practice of the Patents does not and will not infringe, misappropriate, dilute or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.

4. Indemnification. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Assignor of its representations, warranties or other obligations hereunder.

5. Disclaimers. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity or enforceability of, or Assignor's or Assignee's ability to enforce or commercialize the Patent or obtain patent protection from any pending patent application included among the Patent.

6. General.

(a) Entire Agreement. This Patent Assignment, together with the Principal Agreement constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

(d) Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

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IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the Effective Date.

ASSIGNOR:

KETO PRODUCTS, LLC

By: Sami A. Hashim
Dr. Sami A. Hashim
Managing Member

ACKNOWLEDGMENT

STATE OF NEW YORK

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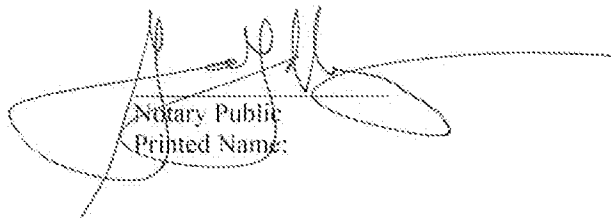
COUNTY OF NEW YORK

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On the 12th day of July 2016 before me personally appeared SAMI A. HASHIM, M.D. to me known, who, being duly sworn, did depose and say that he is the Managing Director of the ASSIGNOR and that he duly executed the foregoing instrument on behalf of the ASSIGNOR to be ASSIGNOR's free act and deed.

GEORGE A. GELLIS
Notary Public, State of New York
No. 02GE6004178
Qualified in New York County
Commission Expires March 16, 2018
sep


Notary Public
Printed Name: