# 504265371 03/09/2017 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4312051

SUBMISSION TYPE:		NE	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		AS	ASSIGNMENT		
	Υ DATA	•			
			ne	Execution Date	
ERHU TANG				03/09/2017	
YINA TANG				03/09/2017	
DR. QIONGCHEN JIANG				03/09/2017	
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Application Number:		1436308	0		
Property Type Application Number:		1436308	Number	-	
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NAME OF SUBMITTE SIGNATURE: DATE SIGNED:	:R:	/Q			
SIGNATURE:		/Q	IONGCHEN JIANG/		
SIGNATURE: DATE SIGNED: Total Attachments: 4		/Q 03	IONGCHEN JIANG/	ecuted#page1.tif	
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SIGNATURE: DATE SIGNED: Total Attachments: 4 source=009-Tiger Life source=009-Tiger Life	Science - Pa Science - Pa	/Q 03, atent Assi atent Assi	IONGCHEN JIANG/ /09/2017 gnment Agreement - Fully Exe	ecuted#page2.tif	

### PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (this "*Patent Assignment*"), dated as of January 23, 2017 (the "*Effective Date*"), is made by each of the individuals set forth on the signature page hereto (each, an "*Assignor*"), in favor of Tiger LifeScience Inc., a Delaware corporation ("*Assignee*").

WHEREAS, as an inducement for Trend Investment Group Limited ("*Trend*") to invest in Assignee pursuant to that certain Series Seed Preferred Stock Purchase Agreement dated as of the date hereof, by and among Assignee, Trend and certain other parties thereto, Assignors and Assignee are entering into this Patent Assignment, pursuant to which the Assignors shall, jointly and severally, assign the Assigned Patents (as defined below) to Assignee;

NOW, THEREFORE, the parties hereto agree as follows:

1. <u>Assignment</u>. Each Assignor hereby, jointly and severally, irrevocably assigns, transfers and conveys, for consideration of the mutual promises exchanged herein and the payment of one (1) US dollar, receipt of which is hereby acknowledged, to Assignee all right, title and interest, on a worldwide basis, in and to the Assigned Patents, effective as of the Effective Date.

2. <u>Recordation and Further Actions</u>.

(a) Each Assignor hereby, jointly and severally, authorizes the United States Patent and Trademark Office (the "*USPTO*"), the State Intellectual Property Office in the People's Republic of China and the corresponding registries or agencies in the other applicable jurisdictions (collectively, the "*Patent Authorities*") to record and register this Patent Assignment. Each Assignor and Assignee shall take all actions as necessary to (i) file the recordation of the United States patent application set forth on <u>Schedule 1</u> attached hereto with the USPTO before April 15, 2017 and (ii) file and complete the recordation of the other Assigned Patents set forth on <u>Schedule 1</u> attached hereto with the Effective Date.

(b) Each Assignor shall do all further acts necessary to perfect Assignee's title in the Assigned Patents including, but not limited to, at Assignee's request: (i) execute or cause to be executed (where appropriate), acknowledge or cause to be acknowledged (where appropriate), and deliver or cause to be delivered (where appropriate) such further instruments and documents; and (ii) take such other action or cause such action to be taken, in each case of (i) and (ii) as are necessary or Assignee may request to perfect all rights, title, and interest, and to otherwise effect the transfer of the Assigned Patents.

3. <u>Representations and Warranties</u>. As of the Effective Date, each Assignor, jointly and severally, represents and warrants that (a) the execution, delivery and performance of this Patent Assignment does not conflict with, constitute a breach of or violate any arrangement, understanding or agreement to which such Assignor is a party or by which such Assignor is bound; (b) none of the Assigned Patents has been involved in any pending, asserted or threatened action, nor been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding; (c) there are no existing contracts, agreements, options, commitments, or rights with, to, or in any person to acquire any of the Assigned Patents; and (d) no university, military, educational institution, or governmental authority has funded or sponsored any Assignor's research and development conducted in connection with the Assigned Patents, or has any claim of right to, ownership of or other lien on any of the Assigned Patents.

4. <u>Modifications</u>. To the extent that Assignee discovers that any patent should reasonably be included under the definition of Assigned Patents or a minor typographical error, <u>Schedule 1</u> shall be

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automatically amended accordingly to include such omitted patent or to fix a minor typographical error, without further consideration, and Schedule 1 as amended shall become part of this Patent Assignment as of the Effective Date.

5. <u>Consultation and Maintenance</u>. Commencing on the Effective Date, Assignee shall have the right to make all decisions on the prosecution and maintenance of the Assigned Patents and each Assignor shall, jointly and severally: (a) direct its own legal counsel to take instructions from Assignee; and/or (b) appoint Assignee as Assignor's attorney-in-fact in handling all matters related to the Assigned Patents. Unless directed by Assignee, Assignor shall not sell, license, transfer or otherwise dispose or exploit the Assigned Patents during this period.

6. <u>Covenant Not to Assert</u>. Effective as of the Effective Date, each Assignor, jointly and severally irrevocably undertakes and covenants not to initiate, or assist any third party to initiate, any legal or administrative proceeding against Assignee or any affiliate or successor of Assignee, alleging, contesting, or challenging: (a) the ownership, validity, registrability, infringement, or enforceability of any Assigned Patents; or (b) Assignee's or any of its customers' or licensees' rights to make, use, sell, offer for sale, have made, or import any products or services under any Assigned Patents.

7. <u>Counterparts</u>. 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.

8. <u>Successors and Assigns; Amendment</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything to the contrary contained herein, Trend is a third-party beneficiary of this Patent Assignment. This Patent Assignment may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed by the parties hereto and approved by Trend.

9. <u>Governing Law</u>. This Patent Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

# [SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties hereto have executed this Patent Assignment as of the Effective Date. This Patent Assignment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

### ASSIGNORS

#### ASSIGNEE

Par

TIGER LIFESCIENCE INC.

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By: \_

Name: Qiongchen (Jenny) Jiang Title: CEO

Erhu TANG

Qiongchen JIANG

49,000

Yina TANG

PATENT REEL: 041531 FRAME: 0382

#### **SCHEDULE 1**

#### **ASSIGNED PATENTS**

The Assigned Patents consist of all worldwide patents (including utility, utility model, plant and design patents, and certificates of invention), industrial property rights, patent applications, certificates of correction, invention certificates, reexamination certificates, reissues, divisional patents, divisional applications, continuations, continuations-in-part, registrations, additions, substitutions, or extensions, directly arising out of, claiming priority to, to which priority is claimed by, or otherwise related to the patents and patent applications listed in this <u>Schedule 1</u> and for each such patents or patent application: (a) any foreign counterpart patents that have issued or will issue, directly, from any application resulting from such patents; (b) any patents and applications that directly have resulted from, will result from, claim priority to, or to which priority is claimed by such patents; (c) all rights therein provided by multinational treaties or conventions and all improvements to the inventions disclosed in each such registration, patent, or application; (d) any inventions, invention disclosures, and discoveries described in any of the foregoing that: (i) are included in any claim of such patents, (ii) are subject matter capable of being reduced to a patent claim in a continuation, continuation in part, divisional, reissue, or reexamination application claiming priority to or from any of the foregoing, or (iii) could have been included as a claim in any of the foregoing; (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, 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 sue for such legal and equitable relief and to collect such damages.

#### A. China

- 1. Wound Protecting and fixing device; App. No. 201110403898.3
- 2. Gapless fixed type wound dressing; App. No. 201310075651.2
- 3. Separable wound and neonate umbilical cord care apparatus; App. No. 201310075640.4
- 4. Separable body surface and fixing device; App. No. 201310074782.9
- 5. Wound, catheter infusion protection device; App. No. 201120506203.X
- 6. Object is fixed to the body surface skin wrinkles and surface skin movement limiting device; App. No. 201120506147.X

#### **B.** Europe

1. Wound Protecting and fixing device; App. No. EP12855779.0

#### C. Japan

1. Wound Protecting and fixing device; App. No. JP2014-545061

#### **D.** Australia

1. Wound Protecting and fixing device; App. No. AU2012350078

#### E. India

1. Wound Protecting and fixing device; App. No. IN4157/CHENP/2014

#### F. United States of America

1. Wound Protecting and fixing device; App. No. US20150025436 A1

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# PATENT REEL: 041531 FRAME: 0383

## **RECORDED: 03/09/2017**