

07/10/2017

Form PTO-1595 (Rev. 6-12)
OMB No. 0651-0027 (exp. 04/30/2018)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

MRD 7/6/17

103677457

EET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Amherst Pharmaceuticals, LLC
15 Benedict Crescent
Basking Ridge, NJ 07920

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Magna Pharmaceuticals, Inc.

Internal Address:

Street Address: 10801 Electron Dr.

Suite 100

City: Louisville

State: Kentucky

Country: USA

Zip: 40299

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 1, 2017

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

10/671715	12/119030	US2004/031800
11/384444	13/208429	US2008/063379
11/747121	12/912261	
60/917243	12/576457	
11/443253		

B. Patent No.(s)

7632517
8236285

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Magna Pharmaceuticals, Inc.

Internal Address: c/o Warren Lesser

Street Address: 10801 Electron Dr.

Suite 100

City: Louisville

State: KY

Zip: 40299

Phone Number: (502) 254-5552

Docket Number:

Email Address: wlesser@magnaweb.com

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 440.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 00000010 10571715

Authorized User Name

440.00 DP

9. Signature:

Signature

7/6/17 Date

Warren Lesser

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 043157 FRAME: 0362

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment*") is made and entered into as of May 1, 2017, from Amherst Pharmaceuticals, LLC a Delaware limited liability company, having an address of 15 Benedict Crescent, Basking Ridge, New Jersey, 07920 ("*Assignor*") to Magna Pharmaceuticals, Inc., a Kentucky corporation, having an address of 10801 Electron Drive, Suite 100, Louisville, KY 40299 ("*Assignee*").

WHEREAS, this Assignment is being executed and delivered in connection with that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (hereinafter called the "*Purchase Agreement*"). Capitalized terms used but not otherwise defined in this Agreement have the respective meanings set forth in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, convey and transfer to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's rights, title and interests in and to the Acquired Assets, including, but not limited to, the Acquired IP; and

WHEREAS, Assignor has agreed to execute and deliver this Assignment, for recording or filing as proof of transfer of ownership of the Acquired IP with appropriate governmental or other authorities including, but not limited to, the US Patent and Trademark Office ("*USPTO*") and domain name registrar companies.

AGREEMENT

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Patent Assignment:

(a) Upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor, hereby irrevocably and unconditionally sells, assigns, conveys and transfers to Assignee to have and to hold the same unto Assignor and Assignor's permitted successors and assigns, to and for its or their use forever, all of the rights, title and interests of Assignor in and to the issued Patents, including all reissues, divisions, continuations, continuations-in-part, and extensions thereof, including, but not limited to, the Patents listed on Schedule 1 hereto, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, and future infringements, damage, or injury, for Assignee's use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, or payments due or payable as of the Effective Date or thereafter.

2. Trademark Assignment:

(a) Upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor, hereby irrevocably and unconditionally sells, assigns, conveys and transfers to Assignee to have and to hold the same unto Assignor and Assignor's permitted successors and assigns, to and for its or their use forever, all of the rights, title and interests of Assignor in and to the Trademarks associated with or related to the Zolpimist Products and Business within the Territory (collectively, the "*Trademarks*"), including, but not limited to any claim to the Trademarks listed on Schedule 2 hereto, to the extent such assets, properties and right exist as of the Effective Date, including all common law rights related thereto,

and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing.

(b) Assignee accepts, as of the Effective Date, all of Assignor's right, title, and interest in the Trademarks, together with the goodwill associated with the Products and Acquired Assets, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing.

3. Copyright Assignment:

(a) Upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor, hereby irrevocably and unconditionally sells, assigns, conveys and transfers to Assignee to have and to hold the same unto Assignor and Assignor's permitted successors and assigns, to and for its or their use forever, all of the rights, title and interests of Assignor in and to the copyrights and works of authorship associated with or related to the Zolpimist Products and Business within the Territory, together with any derivative works and rights to create derivative works, including all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements of the foregoing (collectively, the "**Copyrights**").

4. Domain Name Assignment:

(a) Upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor, hereby irrevocably and unconditionally sells, assigns, conveys and transfers to Assignee to have and to hold the same unto Assignor and Assignor's permitted successors and assigns, to and for its or their use forever, all of the rights, title and interests of Assignor in, to and under the domain names associated with or related to the Zolpimist Products and Business within the Territory (the "**Domain Names**"), including but not limited to the Domain Names listed on Schedule 3 hereto, including all associated IP addresses and email addresses, together with the goodwill associated with the Products and Acquired Assets in connection with which the Domain Names are used, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, conveyance, transfer, and assignment had not been made.

(b) Assignor shall release and transfer possession and control of the Domain Names to Assignee by initiating all appropriate and necessary transfer actions and processes with Assignor's current registrar and perform, follow or cooperate with Assignee on all procedures and actions specified by the registrar, and complete any documents or forms that may be required by the registrar, including, as necessary, executing documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to the registrars, with copies to Assignee.

5. Miscellaneous.

(a) Further Assurances. Assignor agrees to, at the request of Assignee and at Assignee's expense, execute and deliver any further documents and legal instruments as may be necessary by any jurisdiction or foreign governmental entity, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors, and legal representatives, all right, title, and interest in and to the Patents, Trademarks, Copyrights and Domain Names, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

(b) Conflict. In the event that any provision of this Assignment is construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.

(c) Successors and Assigns. This Assignment and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the parties and their respective successors and assigns; provided, that this provision shall not be construed to permit any assignment prohibited by the Purchase Agreement.

(d) Governing Law. This Assignment will be governed by, and construed in accordance with, the Laws of the Commonwealth of Kentucky (without giving effect to choice of law principles thereof).


(e) Counterparts; Electronic Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Assignment may be executed and delivered by facsimile or any other electronic means, including “.pdf” files, and any facsimile or electronic signature shall constitute an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Assignment to be executed as of the date first indicated above.

ASSIGNOR:

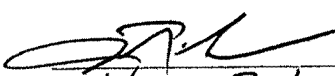
AMHERST PHARMACEUTICALS, LLC

By: 
Name: IRA WEISBERG
Title: PRESIDENT and CEO

Accepted and agreed:

ASSIGNEE:

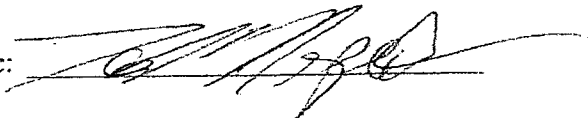
MAGNA PHARMACEUTICALS, INC.

By: 
Name: Warren P. Lesser
Title: President / CEO

Daniel G Krupinsky
Notary Public
New Jersey
My Commission Expires October 15, 2020
Commission No. 50025160

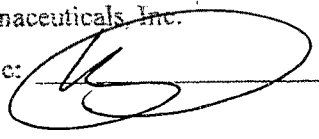
STATE OF New Jersey)
)ss
COUNTY OF Somerset)

On this 8th day of May, 2017, personally appeared before me Ira Weisberg, known to me to be the CEO of Amherst Pharmaceuticals, LLC who acknowledged that he signed this instrument as a free act on behalf of Amherst Pharmaceuticals, LLC.

Notary Public: 

STATE OF KENTUCKY)
)ss
COUNTY OF JEFFERSON)

On this 8th day of May, 2017, personally appeared before me Warren Lesser, known to me to be the President of Magna Pharmaceuticals, Inc., who acknowledged that he signed this instrument as a free act on behalf of Magna Pharmaceuticals, Inc.

Notary Public: 

WHITNEY A. PUCKETT
NOTARY
PUBLIC
STATE AT LARGE, KY.

IP ASSIGNMENT SCHEDULE 1

Assigned Patents

- US patent 7632517
- US patent 8236285
- US appl. 10/671715
- US appl. 11/384444
- US appl. 11/443253
- US appl. 11/747121
- US appl. 12/576457
- US appl. 12/119030
- US appl. 13/208429
- US appl. 60/917243
- US appl. 12/912261
- Canadian appl. 2582018
- The following patents/patent applications:

Application No.	Title	Status	County
04789152.8	BUCCAL, POLAR AND NON- POLAR SPRAY CONTAINING ZOLIPIDEM	Published	European Patent Office
07100063.5	BUCCAL, POLAR AND NON- POLAR SPRAY CONTAINING ZOLIPIDEM	Abandoned	Hong Kong
174622	BUCCAL, POLAR AND NON- POLAR SPRAY CONTAINING ZOLIPIDEM	Abandoned	Israel
2006-534018	BUCCAL, POLAR AND NON- POLAR SPRAY CONTAINING ZOLIPIDEM	Abandoned	Japan
7008479/2006	BUCCAL, POLAR AND NON- POLAR SPRAY CONTAINING ZOLIPIDEM	Abandoned	Republic of Korea

Application No.	Title	Status	Country
PCT/US2004/031800	BUCCAL, POLAR AND NON-POLAR SPRAY CONTAINING ZOLIPIDEM	Pending	Patent Cooperation Treaty
2008251370	ANTI-INSOMNIA COMPOSITIONS AND METHODS	Abandoned	Australia
PI0811430-7	ANTI-INSOMNIA COMPOSITIONS AND METHODS	Abandoned	Brazil
2,687,085	ANTI-INSOMNIA COMPOSITIONS AND METHODS	Pending	Canada
200880024192.2	ANTI-INSOMNIA COMPOSITIONS AND METHODS	Abandoned	China
08769443.6	ANTI-INSOMNIA COMPOSITIONS AND METHODS	Abandoned	European Patent Office
10107662.0	ANTI-INSOMNIA COMPOSITIONS AND METHODS	Abandoned	Hong Kong
2010-507719	ANTI-INSOMNIA COMPOSITIONS AND METHODS	Abandoned	Japan
7025741/2009	ANTI-INSOMNIA COMPOSITIONS AND METHODS	Abandoned	Republic of Korea
MX/A/2009/02109	ANTI-INSOMNIA COMPOSITIONS AND METHODS	Abandoned	Mexico
PCT/US2008/063379	ANTI-INSOMNIA COMPOSITIONS AND METHODS	Abandoned	Patent Cooperation Treaty

IP ASSIGNMENT SCHEDULE 2

Trademarks/Trademark Applications

Mark	Serial #	Filing Date	USPTO Owner of Record
BETTER SLEEP: BETTER LIFE	86/915,013	2/22/16	MAGNA: PHARMACEUTICALS, INC.
SLEEP REINVENTED: LIFE RETURNED.	86/895,571	2/3/16	MAGNA: PHARMACEUTICALS, INC.

IP ASSIGNMENT SCHEDULE 3

Domain Names

Myzolpimist.com