

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4689416

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACME SPECIALTY PRODUCTS, LLC	11/08/2017
RECEIVING PARTY DATA		
Name:	MADE BY SCIENCE, INC.	
Street Address:	2917 SANTA MONICA BLVD	
City:	SANTA MONICA	
State/Country:	CALIFORNIA	
Postal Code:	90404	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9764168
	Patent Number:	9668505
CORRESPONDENCE DATA		
Fax Number:	(310)698-1626	
<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>		
Phone:	(310) 929-0553	
Email:	kevin@kmwlawoffice.com	
Correspondent Name:	KEVIN M. WELCH	
Address Line 1:	P.O.BOX 494	
Address Line 4:	HERMOSA BEACH, CALIFORNIA 90254	
ATTORNEY DOCKET NUMBER:	CHEMI-P1210	
NAME OF SUBMITTER:	KEVIN M. WELCH	
SIGNATURE:	/Kevin M. Welch/	
DATE SIGNED:	11/15/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6		
source=13455520 Agreement- Executed#page1.tif		
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ASSIGNMENT

WHEREAS, ACME SPECIALTY PRODUCTS, LLC, a limited liability company formed under the laws of the state of Florida, with a primary place of business at 4509 George Road, Tampa Florida 33634 (hereinafter "Assignor") is the owner of all right, title, and interest in and to United States Non-Provisional Patent No. 9,764,168, titled: TASTE MASKING COMPOSITIONS AND EDIBLE FORMS THEREOF, which was Issued on September 19, 2017 (hereinafter "the '168 Patent"), is desirous of transferring the entire right, title, and interest in and to the '168 Patent and the inventions therein disclosed and any subsequent letters patents that may issue claiming priority to the '168 Patent;

WHEREAS, MADE BY SCIENCE, INC., a corporation organized under the laws of the State of California, with a primary place of business at 2917 Santa Monica Blvd., Santa Monica, CA 90404, (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the '168 Patent and the inventions therein disclosed and any subsequent letters patents that may issue claiming priority to the '168 Patent;

NOW, THEREFORE, in consideration of the sum of One Hundred Thousand United States Dollars (US\$100,000) to be wired into a bank account of Assignor's choosing on or before November 15, 2017, Assignor hereby sells, assigns and transfers unto said Assignee, its successors and assigns, the entire right, title and interest in and to the '168 Patent, any application claiming priority therefrom, any non-provisionals, divisions or continuations thereof, and the inventions therein disclosed, and any improvements thereon, and any patent or patents that may be issued or reissued thereon, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any subsequent letters patent thereon, and reissues thereof, to said Assignee, its successors and assigns; and Assignor hereby authorizes Assignee, its successors and assigns, to file in its own name applications for patent in foreign countries in connection with the inventions hereby transferred, under the International Convention claiming the priority to '168 Patent or otherwise, and to secure in its own name the patent or patents issued thereon; and Assignor hereby agrees that, upon request, Assignor will sign all papers, and make all rightful oaths, and do all acts which said Assignee, its successors or assigns, may consider necessary in connection with the '168 Patent, and in connection with any other United States or foreign applications that may be filed in connection with said inventions, and with any improvements thereon, and in connection with any patents issued or reissued thereon.

In further consideration for the aforementioned sum of One Hundred Thousand United States Dollars (US\$100,000), Assignor hereby agrees to sell to Assignee all interests in and to Acme Specialty Products, LLC ("Company"). In addition to the '168 Patent said sale will include but shall not be limited to all intellectual property owned by Company as well as any and all inventory under the ownership of the Company. Said sale, will be further detailed and subject

Patent No. 9,764,168
Assignment

to a sales/ acquisition agreement to be mutually agreed upon and executed by Assignor and Assignee.

Assignor hereby represents and warrants:

- i) that it has the legal right and authority to execute this assignment, and to validly assign the entire interest in the '168 Patent to Assignee,
- ii) that it has not executed any other agreement that would conflict with the terms of this assignment, nor shall it execute any such agreement in the future, and
- iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this assignment. Assignor makes no representations or warranties as to the validity or enforceability of the '168 Patent subsequent to the date of this assignment.

Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles.

Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

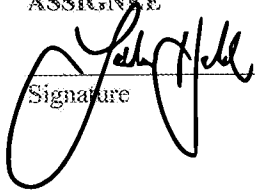
Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

Signature

ASSIGNEE



Signature

Patent No. 9,764,168
Assignment

Robert J. Windschauer
Print Name

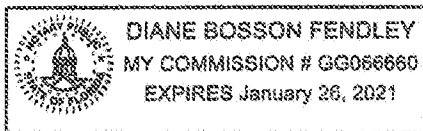
Joshua Held
Print Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8th day of November, 2017.

Robert J. Windschauer/ CEO
Name/ Title

STATE OF Florida)
COUNTY OF Pinellas) ss

On this 8th day of November, 2017, before me, a Notary Public in and for the above County and State, personally appeared the above named Robert J. Windschauer personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.



[Signature]
Notary Public

U.S. Application Patent No. 9,668,505
Publication number US20140234509 A1
Other Published Application Number US 13/769,486

Issued: May 17, 2017

ASSIGNMENT

WHEREAS, ACME SPECIALTY PRODUCTS, LLC, a limited liability company formed under the laws of the state of Florida, with a primary place of business at 4509 George Road, Tampa Florida 33634 (hereinafter "Assignor") is the owner of all right, title, and interest in and to United States Non-Provisional Patent No. 9,668,505, titled: TASTE MASKING COMPOSITIONS AND EDIBLE FORMS THEREOF FOR MASKING THE TASTE OF FOODS, which was Issued on May 17, 2017 (hereinafter "the '505 Patent"), is desirous of transferring the entire right, title, and interest in and to the '505 Patent and the inventions therein disclosed and any subsequent letters patents that may issue claiming priority to the '505 Patent;

WHEREAS, MADE BY SCIENCE, INC., a corporation organized under the laws of the State of California, with a primary place of business at 2917 Santa Monica Blvd., Santa Monica, CA 90404, (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the '505 Patent and the inventions therein disclosed and any subsequent letters patents that may issue claiming priority to the '505 Patent;

NOW, THEREFORE, in consideration of the sum of One Hundred Thousand United States Dollars (US\$100,000) to be wired into a bank account of Assignor's choosing on or before November 15, 2017, Assignor hereby sells, assigns and transfers unto said Assignee, its successors and assigns, the entire right, title and interest in and to the '505 Patent, any application claiming priority therefrom, any non-provisionals, divisions or continuations thereof, and the inventions therein disclosed, and any improvements thereon, and any patent or patents that may be issued or reissued thereon, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any subsequent letters patent thereon, and reissues thereof, to said Assignee, its successors and assigns; and Assignor hereby authorizes Assignee, its successors and assigns, to file in its own name applications for patent in foreign countries in connection with the inventions hereby transferred, under the International Convention claiming the priority to '505 Patent or otherwise, and to secure in its own name the patent or patents issued thereon; and Assignor hereby agrees that, upon request, Assignor will sign all papers, and make all rightful oaths, and do all acts which said Assignee, its successors or assigns, may consider necessary in connection with the '505 Patent, and in connection with any other United States or foreign applications that may be filed in connection with said inventions, and with any improvements thereon, and in connection with any patents issued or reissued thereon.

Assignor hereby represents and warrants:

- i) that it has the legal right and authority to execute this assignment, and to validly assign the entire interest in the '505 Patent to Assignee,

Patent No. 9,668,505
Assignment

ii) that it has not executed any other agreement that would conflict with the terms of this assignment, nor shall it execute any such agreement in the future, and

iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this assignment. Assignor makes no representations or warranties as to the validity or enforceability of the '505 Patent subsequent to the date of this assignment.

Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Florida, without regard to conflicts of law principles.

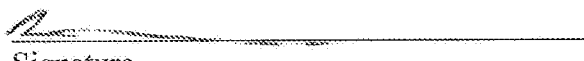
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Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

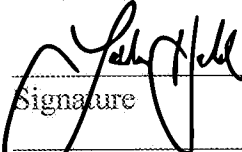
ASSIGNOR



Signature
Robert J. Windel

Print Name

ASSIGNEE



Signature
Joshua Held

Print Name

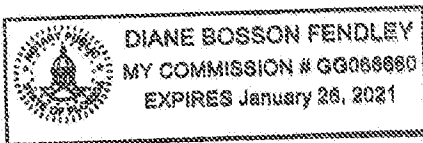
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of November, 2017.

Patent No. 9,668,505
Assignment

Robert J. Winkshaw / CEO
Name/ Title

STATE OF Florida)
COUNTY OF Pinellas) SS

On this 8th day of November, 2017, before me, a Notary Public in and for the above County and State, personally appeared the above named Robert J. Winkshaw personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.



[Signature]
Notary Public