

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4837002

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GALDERMA S.A.	10/31/2017
RECEIVING PARTY DATA		
Name:	M. ALPHABET, LLC	
Street Address:	16354 VINTAGE OAKS LANE	
City:	DELRAY BEACH	
State/Country:	FLORIDA	
Postal Code:	33484	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	14038724	
Patent Number:	8546341	
CORRESPONDENCE DATA		
Fax Number:	(215)965-1331	
<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:	215-96591330	
Email:	dporreca@panitchlaw.com	
Correspondent Name:	PANITCH SCHWARZE BELISARIO & NADEL LLP	
Address Line 1:	TWO COMMERCE SQUARE	
Address Line 2:	2001 MARKET STREET, SUITE 2800	
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103	
ATTORNEY DOCKET NUMBER:	689277-5002	
NAME OF SUBMITTER:	WILLIAM W. SCHWARZE	
SIGNATURE:	/William W. Schwarze/	
DATE SIGNED:	02/23/2018	
Total Attachments: 7		
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is made effective as of October 31, 2017, by and among GALDERMA S.A., a Switzerland corporation, with offices located at Avenue Gratta-Paille 2 – 1018 Lausanne, Switzerland ("Seller") and M. ALPHABET, LLC, a Florida limited liability company, with offices located at 16354 Vintage Oaks Lane, Delray Beach, FL 33484 ("Buyer").

WHEREAS, Buyer and Seller entered into that certain Asset Purchase Agreement, dated as of October 31, 2017 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer all of Seller's right, title and interest in, to and under the Assets, in accordance with the terms set forth in the Asset Purchase Agreement and Buyer has agreed to purchase the Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed that:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment Agreement shall have the meanings set forth in the Asset Purchase Agreement. The Schedule attached or annexed hereto or referred to herein is hereby incorporated in and made a part of this Assignment Agreement as if set forth in full herein.

2. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Seller hereby assigns, sells, conveys, transfers and sets over (collectively, the "Assignment") to Buyer all of Seller's right, title and interest in and to the Assets. Schedule 1 sets forth a true and complete list of the Assigned Patents and Assigned Trademarks. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Buyer hereby accepts the Assignment.

3. Subject to the Asset Purchase Agreement. This Assignment Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement, and all of the representations, warranties, covenants and agreements of Seller and Buyer contained therein, all of which shall survive the execution and delivery of this Assignment Agreement in accordance with the terms of the Asset Purchase Agreement. Nothing in this Assignment Agreement shall supersede, amend, alter or modify (nor shall it be deemed or construed to supersede, amend, alter or modify) any of the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict between the provisions of this Assignment Agreement and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control and prevail.

4. Assignment. This Assignment Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or

withheld in the sole discretion of such other Party); *provided, however*, that Buyer shall be permitted, without prior notice to Seller, to assign all or part of its rights or obligations hereunder in connection with a sale of the Assets.

5. Parties in Interest; No Third Party Beneficiaries. This Assignment Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Assignment Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

6. Counterparts. This Assignment Agreement and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed to be an original of this Assignment Agreement or such amendment and all of which, when taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment Agreement or any amendment hereto by telecopier, facsimile or email attachment shall be effective as delivery of a manually executed counterpart of this Assignment Agreement or such amendment, as applicable.

7. Waiver. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Assignment Agreement or the documents referred to in this Assignment Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand.

8. Entire Agreement; Amendment. This Assignment Agreement, the other Transaction Documents and the 2014 Transaction Agreements supersede all prior agreements between Buyer and Seller with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer and Seller with respect to their subject matter. This Assignment Agreement may not be amended except by a written agreement executed by all of the Parties.

9. Severability. The provisions of this Assignment Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

10. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) This Assignment Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Texas applicable hereto.

(b) All proceedings arising out of or relating to this Assignment Agreement shall be heard and determined in a Texas state court or a federal court sitting in Tarrant County, State of Texas, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such proceeding.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AGREEMENT OR THE ACTIONS OF SELLER OR BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

signature pages follow

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

M. ALPHABET, LLC

By: H. Gary Berlin
Name: H. Gary Berlin
Title: Manager

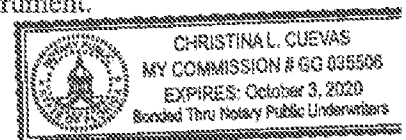
ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of Florida)
County of Palm Beach) ss

On this 27 day of November 2017, before me, the undersigned Notary Public, personally appeared before me H. Gary Berlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the Manager of M. ALPHABET, LLC and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

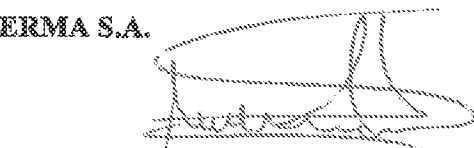
WITNESS my hand and official seal.

Signature of Notary Public: Christina Cuevas
My Commission Expires: Oct. 3, 2020



[Signatures continue on next page]

GALDERMA S.A.

By: 
Name: Christian MATTON
Title: Vice-President &
Corporate General Counsel

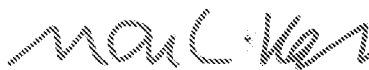
Legalization Nr 38'819.-

I, Martin Habs, Notary Public in Lausanne (Canton of Vaud, Switzerland), do hereby certify the authenticity by comparison with the original specimen deposited in the notary's office of the signature affixed hereabove by:

- Christian MATTON, Belgian citizen, residing according to his own declarations in Corseaux, who justified about his identity with his Belgian passport number EN361413, issued on November 18, 2016, Member of the Board of Directors;

who duly signed solely for and on behalf of GALDERMA SA (CHE-103.535.551), an incorporated Swiss company with its legal head office in Cham (Switzerland).

Lausanne, this fourth day of December two thousand and seventeen.





**SCHEDULE 1
ASSETS**

Assigned Trademarks

MARK	US REGISTRATION NO.	REGISTRATION DATE	GOODS/SERVICES
PURPUREX*	4,237,642	November 6, 2012	Nutritional supplements in the form of oral tablets for the purpose of alleviating bruising in Class 5

* This mark has never been used by Seller during the Galderma Period. Further, per the United States Patent & Trademark Office registry (the "Registry"), the current owner of this mark as of the Effective Date is Buyer. We understand the Registry was not updated after the 2014 Closing Date to reflect Seller's ownership.

Assigned Patents (Patents)

RE:	Compositions and Methods for Treating Bruises
Appl'n No.:	13/036,279
Filed:	February 28, 2011 (with priority to May 28, 2010)
Patent No.:	8,546,341
Issue Date:	October 1, 2013
Country:	United States of America
RE:	Compositions and Methods for Treating Bruising
Appl'n No.:	201180035644.9 (based on PCT/US11/26425)
Filed:	February 28, 2011 (with priority to May 28, 2010)
Patent No.:	103249304
Issue Date:	July 22, 2015
Country:	China
RE:	Compositions and Methods for Treating Bruising
Appl'n No.:	11787051.9 (based on PCT/US11/26425)
Filed:	February 28, 2011 (with priority to May 28, 2010)
Patent No.:	2575456
Issue Date:	May 4, 2016
Country:	Europe (currently valid only in DE, ES, FR, GB and IT)
RE:	Compositions and Methods for Treating Bruising
Appl'n No.:	13111365.9 (based on PCT/US11/26425)
Filed:	December 7, 2012
Issue Date:	May 4, 2016 (based on EP2575456)
Country:	Hong Kong

Assigned Patents (Patent Applications)

RE:	Treatment for Bruising
Appl'n No.	61/349,335
Filed:	May 28, 2010
Country:	United States of America
RE:	Compositions and Methods for Treating Bruising
Appl'n No.	61/364,033
Filed:	July 14, 2010
Country:	United States of America
RE:	Compositions and Methods for Treating Bruising
Appl'n No.	PCT/US11/26425
Filed:	February 28, 2011 (with priority to May 28, 2010)
Region:	WIPO
RE:	Compositions and Methods for Treating Bruising
Appl'n No.:	2,819,383 (based on PCT/US11/26425)
Filed:	February 28, 2011 (with priority to May 28, 2010)
Country:	Canada
RE:	Compositions and Methods for Treating Bruising
Appl'n No.:	11228/DELNP/2012 (based on PCT/US11/26425)
Filed:	December 26, 2012
Country:	India
RE:	Compositions and Methods for Treating Bruises*
Applicants:	Howard Fein and Mindy B. Berlin
Appl'n No.:	14/038,724 (continuation of 13/036,279)
Filed:	September 26, 2013 (with priority to May 28, 2010)
Country:	United States of America

*U.S. Application No. 14/038,724 was abandoned as of September 17, 2016; however, the application can be revived, and therefore the application is listed here and any and all of Seller's right, title and interest in and to the application is being transferred to Buyer.

