

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4896687

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	RE-ASSIGNMENT AND NON-EXCLUSIVE LICENSE AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MEDIPATCH, INC.	03/23/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	LUDWIG WEIMANN	
<b>Street Address:</b>	4863 MT. HAY DRIVE	
<b>City:</b>	SAN DIEGO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	92117	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15172365
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	949-680-9066	
<b>Email:</b>	PETERJGLUCK@YAHOO.COM	
<b>Correspondent Name:</b>	PATNSTR, APC	
<b>Address Line 1:</b>	31878 DEL OBISPO STREET, SUITE 118-320	
<b>Address Line 4:</b>	SAN JUAN CAPISTRANO, CALIFORNIA 92675-3224	
<b>ATTORNEY DOCKET NUMBER:</b>	15172365	
<b>NAME OF SUBMITTER:</b>	PETER JON GLUCK	
<b>SIGNATURE:</b>	/PETER JON GLUCK/	
<b>DATE SIGNED:</b>	04/03/2018	
<b>Total Attachments: 7</b>		
source=Assignment_Medipatch_to_Weimann#page1.tif		
source=Assignment_Medipatch_to_Weimann#page2.tif		
source=Assignment_Medipatch_to_Weimann#page3.tif		
source=Assignment_Medipatch_to_Weimann#page4.tif		
source=Assignment_Medipatch_to_Weimann#page5.tif		
source=Assignment_Medipatch_to_Weimann#page6.tif		



**RECORDATION FORM COVER SHEET**  
**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)**

Medipatch, Inc.

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

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

Execution Date(s) March 23, 2018

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other Re-Assignment and Non-Exclusive License Agreement

**2. Name and address of receiving party(ies)**

Name: Ludwig Weimann

Internal Address: \_\_\_\_\_

Street Address: 4863 Mt. Hay Drive

City: San Diego

State: CA

Country: US Zip: 92117

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

**4. Application or patent number(s):**

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

A. Patent Application No.(s)

B. Patent No.(s)

15/172,365

Additional numbers attached? ☐ Yes ☒ No

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

Name: PATNSTR, APC

Internal Address: \_\_\_\_\_

Street Address: 31878 del Obispo Street, Suite 118-320

City: San Juan Capistrano

State: CA Zip: 92675-3224

Phone Number: 949-680-9066

Docket Number: 15172365

Email Address: PeterJGluck@yahoo.com

**6. Total number of applications and patents involved:** \_\_\_\_\_

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00

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

**8. Payment Information**

Deposit Account Number 506855

Authorized User Name Peter Gluck

**9. Signature: /Peter Jon Gluck/**

Signature

April 3, 2018

Date

Peter Jon Gluck

Name of Person Signing

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

7

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

## RE-ASSIGNMENT AND NON-EXCLUSIVE LICENSE AGREEMENT

This Re-Assignment and Non-Exclusive License is made and is effective this 23rd day of March 2018 (the "Effective Date") by and between Ludwig Weimann ("Weimann") and Life Tech Global, LLC ("Life Tech Global") on the one hand and James Robert Williams ("Williams"), Medipatch, Inc. ("Medipatch"), and Alternate Health USA, Inc. ("AHI") on the other hand. Weimann shall also be referred to as the "Re-Assignment Assignee" herein. Life Tech Global and Weimann shall be collectively referred to as "Licensors" herein. Medipatch shall also be referred to as the "Re-Assignment Assignor" and "Licensee" herein. Weimann, Life Tech Global, Williams, and Medipatch and AHI may be referred to as a "Party" or "Parties" herein.

### ARTICLE 1 – RECITALS

**WHEREAS ONE**, there is a lawsuit pending entitled *Ludwig Weimann v. James Robert Williams and Medipatch Inc.* (Case No. 37-2016-18464-CU-BC-CTL, Superior Court San Diego County) (hereinafter the "Lawsuit") involving a dispute between Weimann, Williams, and Medipatch over certain patent application, stock, and asset ownership rights.

**WHEREAS TWO**, on June 9, 2015, Medipatch filed U.S. Provisional Patent Application No. 62/172,920, entitled "Device and Method for the Transdermal Delivery of Cannabidiol" (the "'920 Provisional"), naming Weimann as the sole inventor.

**WHEREAS THREE**, on June 9, 2015, Weimann executed an assignment identifying the '920 Provisional and naming Medipatch as Assignee, which assignment is recorded at Reel 035846, Frame 0405 of the U.S. Patent & Trademark Office Assignment Records ("Medipatch Assignment").

**WHEREAS FOUR**, on June 3, 2016, Medipatch filed U.S. Patent Application No. 15/172,365, Entitled "Device and Method for the Transdermal Delivery of Cannabidiol (the "'365 Application"), claiming the benefit of the '920 Provisional and naming Weimann as the sole inventor.

**WHEREAS FIVE**, on June 8, 2016, the U.S. Patent and Trademark Office issued a Notice of Recordation of Assignment for the '365 Application, identifying the recordation of the Medipatch Assignment at Reel 038828, Frame 0815 of the U.S. Patent & Trademark Office Assignment Records.

**WHEREAS SIX**, on September 14, 2015, Weimann, John Crowther, and Paul Edalat filed U.S. Provisional Patent Application No. 62/283,890 entitled "Improved Device and Methods for the Transdermal Delivery of Cannabidiol Without Other Cannabinoids" (the "'890 Provisional").

**WHEREAS SEVEN**, on September 14, 2016, Life Tech Global filed U.S. Patent Application No. 15/265,823, entitled "Improved Transdermal Delivery of Cannabidiol with other Active Moieties Including Cannabinoids," claiming the benefit of the '890 Provisional and naming Weimann as the sole inventor (the "'823 Application").

**WHEREAS EIGHT**, on September 21, 2016, Weimann executed an assignment identifying the '823 Application and naming Life Tech Global as the assignee (the "Life Tech Global Assignment"), which was recorded on December 22, 2016 at Reel 040750, Frame 0924 in the U.S. Patent & Trademark Office Assignment Records.

**WHEREAS NINE**, the '920 Provisional and the '365 Application on the one hand and the '890 Provisional and the '823 Application on the other hand include common and non-common text and figures.

The parties agree as follows:

## **1.0 DEFINITIONS**

1.1 "Affiliate." Affiliate shall mean with respect to a Party, any Person that, as of the Effective Date, is directly or indirectly controlling, controlled by, or under common control with such Party. For purposes of this Settlement Agreement "control" means the ability to control the direction of the management and operations of the subject person, whether through ownership, contract or otherwise. Control will be presumed where a Party has ownership of 50% or more of the outstanding voting shares of the Person.

1.2 "Person." Person shall mean individual, trust, corporation, partnership, joint venture, limited liability company, association, unincorporated organization or other legal entity.

1.3 "Subsidiary." Subsidiary means a Person that a Party exercises control over, but owns less than a 50% interest in.

1.4 "Could have been claimed." An invention "could have been claimed" in a patent or patent application if a claim to the invention could have been drafted which would have satisfied the requirements of 35 U.S.C. § 112 as of the actual filing date of the patent or patent application.

## **2.0 RE-ASSIGNMENT TO WEIMANN**

2.1 Medipatch agrees to assign, and hereby does assign to Weimann, all right title and interest that was conveyed by Weimann to Medipatch in the Medipatch Assignment. This assignment is subject to the license of patent rights by Medipatch to Alternate Health USA, Inc. pursuant to the January 7, 2017 License Agreement between Medipatch and Alternate Health USA, Inc. ("the AHI License Agreement"), a copy of which was previously provided by Medipatch to Weimann and Life Tech Global. Weimann and Life Tech Global hereby acknowledge receipt of the AHI License Agreement and agree that the AHI License Agreement shall not constitute a violation or breach of this Re-assignment and Non-Exclusive License Agreement or the Settlement Agreement and Mutual Release executed by the parties concurrently herewith. Medipatch, Williams and AHI agree that the AHI License Agreement is non-assignable by AHI without the express written approval of LTG, Medipatch and Williams.

2.2 Neither Williams nor Medipatch is responsible, financially or otherwise, for any aspect of the prosecution of any rights transferred herein, including without limitation the '920 Provisional, the '365 Application, or continuations, divisionals, continuations-in-part, reissues or reexaminations thereof. Nor is Williams or Medipatch responsible for the payment of any annuities or maintenance fees related to any patent rights conveyed herein.

2.3 This Re-Assignment and License may be recorded in the appropriate intellectual property office of any jurisdiction in which Weimann or his assigns seeks to perfect and/or give notice of the rights assigned herein.

2.4 As of the Effective Date, Medipatch has not conveyed any rights transferred to it via the Medipatch Assignment to any party, with the exception of the AHI License Agreement referenced in Section 2.1 above. Medipatch and Williams make no warranty or representation to Weimann and/or Life Tech Global as to whether the use of the patent rights transferred to Weimann hereunder will infringe, whether indirectly (e.g., contributorily or by induced infringement) or directly, upon any valid and enforceable copyright, trademark, trade dress, trade secret or patent or other proprietary or intellectual property right of any third party in the United States or in any country or jurisdiction worldwide. Neither Medipatch nor Williams makes any representation or warranty as to the validity or scope of the patent rights assigned hereunder. Medipatch and Williams shall not be liable for any loss or damage alleged to arise from any warranty not expressly set forth and permitted herein. Medipatch and Williams expressly disclaim any warranty that the information in the '920 Provisional and the '365 Application is complete, accurate, free of any defects or flaws, or is capable of consistently producing the results contemplated by its use.

2.5 Except as expressly stated herein, this patent rights transferred to Weimann hereunder are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS. IN NO EVENT WILL WILLIAMS OR MEDIPATCH BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THE PATENT RIGHTS CONVEYED TO WEIMANN HEREUNDER.

2.6 Medipatch is under no obligation to assist or participate in any litigation undertaken by or involving Weimann or Life Tech Global or any attempts to perfect or enforce the patent rights transferred hereunder.

2.7 Any subsequent transfer of the patent rights conveyed to Weimann hereunder is made subject to the license provisions of Section 3.0. Weimann and/or any subsequent owner of such patent rights will duly inform any subsequent transferees of its licensing obligations hereunder.

### **3.0 GRANT**

3.1 Subject to the limitations set forth in this Agreement, Weimann and Life Tech Global hereby grant to Medipatch a non-exclusive, non-assignable, irrevocable, fully-paid up,

worldwide license, to practice any and all inventions that were claimed --or which could have been claimed--in the '920 Provisional and/or the '365 Application. The Parties agree that the foregoing license includes, without limitation, the right to practice any inventions claimed in the '890 Provisional, the '823 Application, or any other applications or patents claiming the benefit of or priority therefrom (including without limitation, reexaminations, reissues, continuations, divisionals, continuations-in-part, and/or foreign counterparts), to the extent such inventions were claimed or could have been claimed in the '920 Provisional and/or the '365 Application.

3.2 As of the Effective Date, neither Weimann nor Life Tech Global have assigned their respective rights in the '890 Provisional and/or the '823 Application to any third party. Weimann and Life Tech Global further represent that neither they nor any of their Affiliates, Subsidiaries, assigns or successors in interest have filed any other domestic or foreign patent applications that claim the benefit or and/or priority to the '890 Provisional, the '823 Application, the '920 Provisional, or the '365 Application or which otherwise disclose inventions that could have been claimed in the '920 Provisional and/or the '365 Application.

3.3 Weimann and Life Tech Global represent and warrant that Weimann is properly named as the sole inventor of the '823 Application and that neither John Crowther nor Paul Edalat contributed to the conception of any subject matter currently claimed or contemplated to be claimed in the '823 Application or in any future application claiming the benefit of or priority to the '890 Provisional and/or the '823 Application.

3.4 Sublicenses are not authorized.

3.5 Assignment of this license is not authorized.

#### **4.0 LIFE OF THE AGREEMENT**

4.1 This Agreement is perpetual unless terminated by the written mutual agreement of each Party.

#### **5.0 NO ADMISSION OF LIABILITY**

5.1 It is understood and agreed by the Parties that this Re-Assignment and License is being executed as part of a compromise and settlement of disputed claims in the Lawsuit, and the promises and covenants set forth herein shall not be construed to be an admission of any liability or obligation whatsoever by any of the parties hereto.

#### **6.0 GOVERNING LAW AND REMEDIES**

6.1 This Re-Assignment and License and enforcement thereof shall be governed by California law and the terms herein are subject to enforcement under *California Code of Civil Procedure* Section 664.6. In any action arising out of an alleged breach of the provisions herein,

any legal action between the parties shall be brought and litigated only in federal or state courts located in San Diego, California.

## **7.0 ATTORNEYS FEES AND COSTS**

7.1 In any action to enforce this Re-Assignment and License between any of the parties, the Party that prevails in any subsequent enforcement-based lawsuit shall be entitled to an award of all attorneys' fees, costs, expenses, professional fees, expert witness fees and disbursements he, she, or it incurred prosecuting or defending such action.

## **8.0 COMPETENCY AND AUTHORITY**

8.1 The Parties to this Re-Assignment and License hereby represent and warrant that they are fully competent to enter into this Re-Assignment and License Settlement Agreement and that they have the right, power, legal capacity, and authority to enter into the same.

## **9.0 MODIFICATIONS**

9.1 This Re-Assignment and License Agreement may not be changed, altered, or modified, except in writing and signed by all the Parties hereto.

## **10.0 MISCELLANEOUS**

10.1 This Re-Assignment and License Agreement may be executed in any number of counterparts and by any number of counterpart signature pages, each of which shall be an original with the same effect as if each of the signatures were affixed to the same instrument. Further, a facsimile or emailed (by digital image) signature shall be treated as an original for any purpose. True and correct copies of the fully executed Re-Assignment and License Agreement shall be effective to enforce the terms and conditions set forth herein.

10.2 All notices, requests, demands or other communications required hereunder shall be in writing. Notice shall sufficiently be given for all purposes as follows: (i) when personally delivered to the recipient, notice is effective on delivery; or (ii) when mailed certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a returned receipt; or (iii) when delivered by a reputable overnight delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service; Notices must be sent to the following designated addresses and shall be deemed valid addresses, unless notice of change of address with a new address is sent via proper notice as described herein:

For Williams and Medipatch, Notice will be sent to:  
Tina K. Gehres, Esq. via [tina@gehreslaw.com](mailto:tina@gehreslaw.com)  
William J. Tucker, Esq. via [william@gehreslaw.com](mailto:william@gehreslaw.com)  
Gehres Law Group, P.C.



4275 Executive Square, Ste. 200  
San Diego, CA 92037

For Weimann, Notice will be sent to:  
John J.E. Markham, II  
MARKHAM & READ  
One Commercial Wharf West  
Boston, Massachusetts 10221

For Life Tech Global:  
Greg Cullen  
Life Tech Global, LLC  
17802 Sky Park Circle  
Irvine, CA 92614

For Alternate Health USA, Inc.  
Dr. Michael Murphy  
2475 N. Dallas Parkway, Suite 460  
Plano, TX 75093

This Re-Assignment and License Agreement is executed by the parties below on the dates indicated below:

DATED: March \_\_, 2018

\_\_\_\_\_  
Ludwig Weimann

DATED: March \_\_, 2018

\_\_\_\_\_  
James Robert Williams

DATED: March \_\_, 2018

\_\_\_\_\_  
Medipatch, Inc.  
By: James Robert Williams, President

DATED: March \_\_, 2018

\_\_\_\_\_  
Life Tech Global, LLC  
By:

DATED: March \_\_, 2018

\_\_\_\_\_  
Alternate Health USA, Inc.  
By: