## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
GOLDILOCKS LLC	02/12/2018

#### **RECEIVING PARTY DATA**

Name:	JOHNSON & JOHNSON CONSUMER INC.	
Street Address:	199 GRANDVIEW ROAD	
City:	SKILLMAN	
State/Country:	NEW JERSEY	
Postal Code:	08558	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	15782548
Application Number:	29627925
Application Number:	29627930

#### CORRESPONDENCE DATA

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**Correspondent Name: FAY SHARPE LLP** Address Line 1: 1228 EUCLID AVENUE

Address Line 2: THE HALLE BUILDING - 5TH FLOOR

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ATTORNEY DOCKET NUMBER: JJCH 200042US01, 43 & 44 NAME OF SUBMITTER: JAMES E. SCARBROUGH SIGNATURE: /James E. Scarbrough/ **DATE SIGNED:** 05/31/2018

**Total Attachments: 5** 

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#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Patent Assignment") is made as of February 12, 2018 by Goldilocks LLC, a Delaware limited liability company, having a principal place of business at 208 Upland Way, Wayne, PA 19087 ("Assignor"), to Johnson & Johnson Consumer Inc., a New Jersey corporation having a principal place of business at 199 Grandview Road, Skillman, New Jersey 08558 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain LICENSE, OPTION AND ASSET PURCHASE AGREEMENT, dated as of August 19, 2016, by and among such parties as well as Jay Tapper, the sole member and manager of Assignor, as amended by that certain First Amendment to the License, Option and Asset Purchase Agreement, dated as of January 25, 2017, and that certain Second Amendment to the License, Option and Asset Purchase Agreement, dated as of July 17, 2017 (as amended, the "Agreement");

WHEREAS, Assignor owns all worldwide right, title, and interest in and to the inventions and discoveries described in the patent applications and patents set forth on <u>Schedule A</u>, as well as all patents and patent applications (such as divisional applications, continuation applications, continuation-in-part applications, national applications derived from regional applications) generated from any of the applications listed herein (collectively, the "Assigned Patents"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Patents;

NOW, THEREFORE, subject to the terms and conditions of the Agreement and in consideration of One Dollar (\$1.00) and other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Patents, free and clear of all Encumbrances, other than Permitted Encumbrances; including all rights to the inventions and discoveries contained therein; all rights to apply for registration in any country or jurisdiction throughout the world with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents, including, without limitation, the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Patent Assignment had not been made.
- 2. From and after the Closing Date, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, in addition to the Ancillary Agreements, and take such other action as may reasonably be necessary

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to consummate the Contemplated Transactions or to give effect to the transactions contemplated by the Ancillary Agreements.

- 3. Nothing in this Patent Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent any provision of this Patent Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.
- 4. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.
- 5. This Patent Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent issues and in all other respects, including as to validity (except for patent validity issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
- 6. This Patent Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be duly executed as of the date first written above.

GOLDILOCKS LLC as Assignor	·
By:	
Country: UNITED STATES State: OHIO County: CUYAHOGA Other:	
On February 10, before me, Public, personally appeared 10, before me, basis of satisfactory evidence, to be the person winstrument and acknowledged to me that he executed the instrument the person acted, executed the instrument.	hose name is subscribed to the within uted the same in his authorized capacity, and
WITNESS my hand and official seal Signature of Notary Publicage L MEHALKO, NOTARY PUBLICATION State Of Ohio	
My Commission Expires: My Commission Has No Expirati	n
Witnessed by:	Witnessed by:
Name: Samantha Stahler	Name: Julie Price
Date: February 10,2018	Name: <u>Julie Price</u> Date: <u>February</u> 10, 2018
Signature of Witness	Signature of Witness  Juli Price

JOHNSON & JOHNSON CONSUMER INC. as Assignee
By: Name Joel A. Rothfus Title: Assistant Secretary
Country: U.S.A. State: New Jessey County: Middlesek Other:
On February 12, 2018, before me, Evelina C. Smith, Notary Public, personally appeared Joel A. Rothfus, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.  WITNESS my hand and official seal.  WITNESS my hand and official seal.  EVELINA C. SMITH NOTARY PUBLIC OF NEW JERSEY My Commission Expires 8/12/2020  Signature of Notary Public  My Commission Expires: Jugust 12, 2020
Witnessed by:  Name Landale Name: February 12, 2018  Signature of Witness Ceceile Solomon Signature of Witness Adadeway  Mitnessed by:  Name: February 12, 2018  Signature of Witness Adadeway  Mitnessed by:  Name: February 12, 2018  Signature of Witness Adadeway  Mitnessed by:  Name: February 12, 2018

# SCHEDULE A PATENTS AND PATENT APPLICATIONS

This Schedule includes and incorporates all patents and applications set forth below, as well as all patents and patent applications (such as divisional applications, continuation applications, continuation-in-part applications, national applications derived from regional applications) generated from any of the applications listed herein.

FS REF. JTGL	Serial No. File Date	Patent No. Issue Date	Title
00002US01	15/782,548 12 Oct 2017		LIGHT THERAPY BANDAGE  Utility Patent Application  Inventors: Tapper, J.; Ding, L.; Althoff, C.; Nickley, K.;
0000311001	20//27 025		Johnson, J.
00003US01	29/627,925 30 November 2017		RADIANT ENERGY BACK BANDAGE PAD ASSEMBLY
			Design
			Continuation of US Utility Application 15/782,548 – LIGHT THERAPY BANDAGE
			Inventors: Tapper, J.; Ding, L.; Althoff, C.; Nickley, K.; Johnson, J.
00004US01	29/627,930 30 November 2017		RADIANT ENERGY KNEE BANDAGE PAD ASSEMBLY
			Design
			Continuation of US Utility Application 15/782,548 – LIGHT THERAPY BANDAGE
611			Inventors: Tapper, J.; Ding, L.; Althoff, C.; Nickley, K.; Johnson, J.

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**RECORDED: 05/31/2018**