

## PATENT ASSIGNMENT COVER SHEET


Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5429071

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JUVENTIO LLC	10/15/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PURALAB
<b>Street Address:</b>	9130 SW PIONEER COURT SUITE A
<b>City:</b>	WILSONVILLE
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97070
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9050293
<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>	503-781-7565
<b>Email:</b>	blgibbins@gmail.com
<b>Correspondent Name:</b>	BRUCE GIBBINS
<b>Address Line 1:</b>	9130 SW PIONEER COURT SUITE A
<b>Address Line 4:</b>	WILSONVILLE, OREGON 97070
<b>NAME OF SUBMITTER:</b>	BRUCE GIBBINS
<b>SIGNATURE:</b>	/Bruce Gibbins 1/
<b>DATE SIGNED:</b>	03/19/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>	
source= Seller-Signed-DermWORX-10-15-2018#page1.tif	
source= Seller-Signed-DermWORX-10-15-2018#page2.tif	
source= Seller-Signed-DermWORX-10-15-2018#page3.tif	
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## Assets Bill of Sale (Purchase Agreement)

- I. **The Parties.** This Asset Purchase Agreement is entered into by PURALAB, LLC with a street address of 20555 SE Madrona Ln City of Amity, State of Oregon (Hereinafter known as the "Buyer") and Juventio with a street address of 466 Southern Blvd. City of Chatham, State of NJ (Hereinafter known as the "Seller").
- II. **Recital.** Seller is the free and clear owner and distributor of DermWORX, a cosmetic products brand. Juventio intends to sell the entirety of its interest in DermWORX free of any encumbrances, including royalties. Buyer wishes to purchase the entirety of the DermWORX assets. Seller intends to cease its interest in the DermWORX brand and the Seller wishes to begin operating and distributing the DermWORX brand after the asset sale.
- III. **The Assets.** Seller acknowledges it has the right to sell the entirety of the business assets of the entity known as DermWORX, including ownership interest, business records, contracts, customer lists, trademarks, copyrights, a patent, and any other tangible or intangible interests (Hereinafter known as the "Assets") as laid out in Appendix A.
- IV. **Facilitation of transfer of assets.** Seller agrees to facilitate the transfer of the following assets to the Buyer:
  - a. Electronic transfer of business records.
  - b. Transfer of product specification and manufacturing information
  - c. Transfer of Patent US9,050,293. Buyer understands and is aware that this Patent's status is non-active due to non-payment of fees. Seller will make good faith efforts to revive the Patent
  - d. Assignment of Trademarks (See schedule)
  - e. Customer list
  - f. Website administration assignment
  - g. Physical inventory
  - h. Storage inventory and access
  - i. Provide time, up to 16 (sixteen) hours to explain the business to Buyer
  - j. Non-financial assistance in shipping physical assets to Buyer
- V. **Purchase Price.** The Seller agrees to a purchase price of \$18,000 (US Dollars) for the assets and facilitation of transfer of the DermWORX assets to Buyer. The Buyer agrees to make the funds available by wire transfer upon the acceptance of this agreement, on the day of the transfer of the Assets known as the 15th day of October, 2018.



VI. **Expenses to facilitate transfer.** The Buyer agrees to accept liability for the expenses for the operation of DermWORX from the date of this agreement forward. This includes any fees and penalties the USPTO related to patent and trademark. The Parties agree that debt against DermWORX up until the date of the agreement will be paid by the Seller. Seller agrees to facilitate the transfer of all physical and digital materials to the Buyer in a timely enough fashion to prevent any interruption in the normal operations of the business.

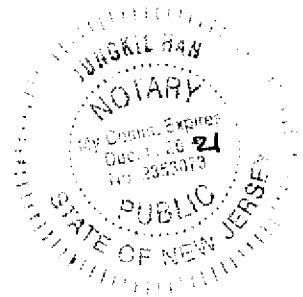
Buyer Signature	_____	Date	_____	Print	_____
Seller Signature	<u>[Signature]</u>	Date	<u>10-15-18</u>	Print	<u>BARTHOLOMEW ZONA</u>
Witness Signature	<u>[Signature]</u>	Date	_____	Print	_____
Witness Signature	<u>[Signature]</u>	Date	<u>10/15/18</u>	Print	<u>Thomas H. Ford</u>

### Certificate of Acknowledgement

State of NS  
 County of Monroe  
 On the 15<sup>th</sup> day of October, 2018 before me, Jungkil Han,  
 personally appeared, Bartholomew Zona, \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

[Signature]  
 (Notary Signature)  
Jungkil Han My Commission Expires: 12/01/2021  
 (Print Name)  
 (seal)



[Handwritten mark]

## APPENDIX A: DERMWORX ASSETS INCLUDED IN PURCHASE

### PRODUCT INVENTORY

Juventio will assign ownership to all materials and supplies stored at Genesis logistics, located at 200 Herrod Blvd, Dayton, NJ 08810. Product inventory, samples, packaging components and bulk are sold as-is, without warranty.

Below is an approximate inventory accounting from Genesis logistics warehouse 10/1/2018.

Item	Unit Size	Quantity
Rinse Free Cleanser	100mL Bottle	49
Rinse Free Cleanser BULK	5gal	16
LidoWORX Numbing Gel	50mL	6,828
MoistureWORX Spray	120mL	21
AcneWORX Pure Balance Cleanser Bulk	50kg	7
AcneWORX Cream	6 pack x 30mL	177
CerumWORX Day Serum	Jar of 60cps	1,532
CerumWORX Night Serum	Jar of 60cps	6,338
CerumWORX Night Serum BULK Capsules	Bag of appx 5k	21
CerumWORX Hydroexfoliating Masque	1.7oz Bottle	3,679
CerumWORX Hydroexfoliating Masque BULK	128oz pail	12
C3 Calming Spray	50mL Bottle	7,871

In addition, various samples, packaging components, boxes, and marketing/merchandising materials are included.

### FORMULATION / MANUFACTURING

Information regarding the formulation, manufacturer and sourcing data, packaging specifications, stability data and sourcing information related to continued supply of product will be provided, along with facilitation of transition conference calls with manufacturing partners.

This information will be provided for the following DermWORX products:

- CerumWORX 10% Vitamin C+ (Exclusive formulation with MFR partner)
- CerumWORX Retinol+Resveratrol (Exclusive formulation with MFR partner)

- Retinol 0.6% (White labeled formulation)
- Hydroexfoliating Masque (Exclusive formulation)
- LidoWORX Topical Lidocaine 4% (Exclusive, patented formulation)
- AcneWORX Glycolic+Salicylic Acid Pads (White Label Formulation)
- MoistureWORX Gen2 Spray Moisturizer (Exclusive Formulation)
- C3 Recovery Spray (White Label Formulation)

**Topical Delivery Technology US Patents**

Rights to two patents/patent application shall be included in the asset sale, facilitated by an asset transfer document to be drawn by buyer.

These patents include:

US8759391B2 - Topical Anesthetic for Rapid Local Anesthesia and Method of Applying a Topical Anesthetic

US9050293B2 - Small molecule solubilization system

Buyer understands that one or more of these patents may be considered abandoned due to nonpayment of fees. Buyer agrees that it is responsible for any and all future expenses related to reviving or maintaining these patents. Juventio agrees to cooperate with buyer in their efforts to bring this portfolio to good standing with the USPTO.

**US Trademarks - Including the DermWORX Brand**

The following US Trademarks are included in the asset purchase, facilitated by an asset transfer document to be drawn by buyer. Buyer understands that fees may be due for these marks a assumes responsibility for all cost related to such fees.

MARK	NUMBER
DERMWORX	3522376
MOISTUREWORX	3562357
SMALL MOLECULE SOLUBILIZATION SYSTEM	3658585
LIDOWORX	3658583

CERUMWORX	3502377
DERMWORX	3658582
ACNEWORX	3502376

#### ONLINE ASSETS

- **DermWORX.com eCommerce Site:**
  - WooCommerce platform with Flatsome Skin
  - Hosting through GoDaddy with SSL Certificate
  - All image assets included
  - Billing through PayPal
  - Revenue: '14: \$22k '15: \$31k '16" \$37k '17YTD: \$22k
- **DermWORX Social Accounts:**
  - Facebook
  - Youtube
  - MailChimp

#### CLINICAL DATA, DESIGN ASSETS & PROMOTIONAL MATERIALS:

- Logos, branding guides
- Packaging artwork
- Product training presentations
- Aesthetics clinical trial results: Day Serum + Night Serum + Masque in NYC Plastic Surgery Office
- Lidocaine Studies: 2 Efficacy Pilot Trials
- Vitamin C Antioxidant Study: 3x more protection than untreated skin
- Recovery Spray Study: Mild as Water
- Safety and Stability: Night serum safety and stability studies

#### PR & Earned Media List:

List of links to historic PR and earned media for the brand/products.

#### Customer Lists:

Customer contact lists for B2B / Physicians through Apr 2017. B2C through September 2018.

*Book*