

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5490025

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALAN WILLEY	04/18/2019
STEVAN SAMUEL	04/18/2019
RECEIVING PARTY DATA	
Name:	NOXSANO INC.
Street Address:	1275 KINNEAR ROAD
City:	COLUMBUS
State/Country:	OHIO
Postal Code:	43212
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16392995
CORRESPONDENCE DATA	
Fax Number:	
<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:	3177133500
Email:	taft-ip-docket@taftlaw.com
Correspondent Name:	TAFT STETTINIUS & HOLLISTER LLP
Address Line 1:	ONE INDIANA SQUARE
Address Line 4:	INDIANAPOLIS, INDIANA 46204-2023
ATTORNEY DOCKET NUMBER:	NOX01-6
NAME OF SUBMITTER:	MEAGAN L. JACKSON
SIGNATURE:	/Meagan L. Jackson/
DATE SIGNED:	04/24/2019
Total Attachments: 6	
source=ASSIGNMENT_NOX01_6#page1.tif	
source=ASSIGNMENT_NOX01_6#page2.tif	
source=ASSIGNMENT_NOX01_6#page3.tif	
source=ASSIGNMENT_NOX01_6#page4.tif	
source=ASSIGNMENT_NOX01_6#page5.tif	

ASSIGNMENT

1. DEFINITIONS

1.1 ASSIGNOR means the one or more parties identified in the assignor signature section at the bottom of this assignment.

1.2 ASSIGNEE means Noxsano Inc., a Delaware corporation, having a principal place of business at 1275 Kinnear Road, Columbus, Ohio 43212, as well as its successors and/or assigns.

1.3 PATENT APPLICATION means International Patent Cooperation Treaty (PCT) or United States Patent Application Number 16/392,995, which was filed on April 24, 2019, with the title of LIGHT ACTIVATED GASOTRANSMITTER GENERATING COMPOSITIONS. (If said number is not herein written, ASSIGNOR authorizes said number to be supplied hereafter).

1.4 INVENTION means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT APPLICATION and/or any invention disclosure material associated with the PATENT APPLICATION.

1.5 RELATED PATENT CASES includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:

a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;

b. claiming directly or indirectly priority to and/or from the PATENT APPLICATION, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or

c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT APPLICATION, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.

1.6 RELATED INTELLECTUAL PROPERTY includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTION, PATENT APPLICATION, and/or RELATED PATENT CASES.

1.7 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.

1.8 GEOGRAPHIC SCOPE means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.

1.9 EFFECTIVE DATE means the earlier of the conception date of the INVENTION, the filing date of the PATENT APPLICATION, the filing date of the RELATED PATENT CASES, and/or the date this assignment is first signed by at least one of the parties hereto.

2. ASSIGNMENT OF RIGHTS

2.1 Consideration. The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.

2.2 Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.3 Future Improvements. The ASSIGNOR hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.4 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT APPLICATION and the RELATED PATENT CASES.

2.5 Infringement and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement and/or misappropriation of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.

2.6 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement and/or misappropriation, including damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.7 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product privilege, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Insert Application Number and Filing Date. If blank in part 1.3 of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Taft Stettinius & Hollister LLP, its successor in interest, or designee to insert the application number and/or filing date in part 1.3 of this assignment once known.

6.2 Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.3 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.4 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Ohio, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the courts of Ohio in connection with any dispute arising under the assignment.

6.5 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

Assignor's Signatures

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignor(s).

Signature:

Alan Willey
Alan Willey

Date:

4/15/19

Printed Name and Address:

ALAN WILLEY 3807 DAKESWOOD Rd
(a U.S. citizen) CINCINNATI OH 45209

STATE OF OHIO

COUNTY OF HAMILTON

)
) ss:
)

On this 18 day of April, 2019, there appeared before me Alan Willey, personally known to me or who proved to me his identification, who acknowledged that he signed the foregoing instrument as his voluntary act and deed.



COURTNEY WINKLER
Notary Public, State of Ohio
My Comm. Expires 08/19/2023
Recorded in Butler County

Courtney Winkler
Notary Public

Signature:

Stevan Samuel

Date:

4/18/19

Printed Name and Address:

STEVAN SAMUEL 20 E. CENTRAL AVE., CINCINNATI, OH
(a U.S. citizen) 45202

STATE OF OHIO

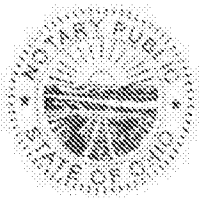
)

) ss:

COUNTY OF HAMILTON

)

On this 18 day of April, 2019, there appeared before me Stevan Samuel, personally known to me or who proved to me his identification, who acknowledged that he signed the foregoing instrument as his voluntary act and deed.



COURTNEY WINKLER
Notary Public, State of Ohio
My Comm. Expires 08/19/2023
Recorded in Butler County

Courtney Winkler
Notary Public

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

NOXSANO INC.

Date: 4/23/19

By: 

Printed Name: ALAN WILLEY

Its: (EC)