

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5569111

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
RECKITT BENCKISER LLC		09/01/2018
RECEIVING PARTY DATA		
Name:	RB HEALTH (US) LLC	
Street Address:	399 INTERPACE PARKWAY	
City:	PARSIPPANY	
State/Country:	NEW JERSEY	
Postal Code:	07054	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Application Number:	15471783	
Application Number:	13879741	
Application Number:	29390387	
Application Number:	29390388	
Application Number:	29390389	
Application Number:	13880658	
Application Number:	09338423	
Application Number:	15133062	
Application Number:	13021240	
Application Number:	29508682	
Application Number:	29528731	
Application Number:	29540070	
Application Number:	15763920	
Application Number:	15549063	
Application Number:	14122671	
CORRESPONDENCE DATA		
Fax Number:	(404)962-6849	
<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:	4048852773	

Email: ryan.schneider@troutman.com
Correspondent Name: RYAN SCHNEIDER
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE ST NE STE 3000
Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	GEN2075/US
NAME OF SUBMITTER:	RYAN A. SCHNEIDER
SIGNATURE:	/Ryan A. Schneider/
DATE SIGNED:	06/12/2019

Total Attachments: 10

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Dated September 1, 2018

RECKITT BENCKISER LLC

And

RB HEALTH (US) LLC

PATENT ASSIGNMENT

Patent Assignment

This Agreement is made on September 1, 2018 **between:**

- (1) Reckitt Benckiser LLC, a Delaware limited liability company, whose principal office is at 399 Interpace Parkway, Parsippany, New Jersey 07054 (the "**Assignor**"); and
- (2) RB Health (US) LLC, a Delaware limited liability company, whose principal office is at 399 Interpace Parkway, Parsippany, New Jersey 07054 (the "**Assignee**").

Whereas:

- (A) the Assignor has agreed to assign all of its right, title and interest in and to the Patents to the Assignee on the terms of this Agreement.

It is agreed as follows.

1 Definitions and interpretation

1.1 Definitions

In this Agreement, the following capitalised term shall have the meaning set out below:

"**Patents**" means the patents and applications for patents set out in the Schedule to this Agreement.

1.2 Interpretation

In this Agreement, unless otherwise specified:

- 1.2.1 references to this Agreement shall include any Recitals and the Schedule to it and references to Recitals, Clauses and Schedule are to clauses of, and recitals and the schedule to, this Agreement;
- 1.2.2 references to a statute or statutory provision include that statute or provision as modified, re-enacted or consolidated from time to time;
- 1.2.3 a reference to any English legal term shall, for any jurisdiction other than England, be construed as a reference to the term or concept which most nearly corresponds to it in that jurisdiction;
- 1.2.4 headings shall be ignored in interpreting this Agreement; and
- 1.2.5 the words "including", "include", "in particular", and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

2 Assignment

- 2.1 In consideration of the sum of US\$10.00, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the Patents, including:

- 2.1.1 in respect of each patent application comprised within the Patents, the right to prosecute to grant and obtain any patent or similar protection deriving from, any such application;
- 2.1.2 in respect of any invention disclosed in the Patents, the right to make patent applications, including divisionals, and claim priority from, prosecute to grant and obtain patent or similar protection deriving from, any such invention, anywhere in the world
- 2.1.3 in any patent or patent application derived (whether directly or indirectly) from any patent application from which any Patent was derived (whether directly or indirectly);
- 2.1.4 in all patents and other intellectual property rights that derive priority from, or are based on, the Patents, or any patent deriving from any patent application comprised within the Patents, including any term extensions, divisionals, continuations, continuations-in-part, reissues and extensions; and
- 2.1.5 all rights of action arising or accrued relating to the Patents and any patents deriving from any patent application comprised within the Patents, including the right to take and/or defend proceedings for infringement and/or other causes of action arising from ownership thereof, and the right to seek, recover and retain damages and/or an account of profits and all other remedies for all past, current and/or future infringements thereof.

3 Further Assurance

At the request and cost of the Assignee, the Assignor shall execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving the Assignee the full benefit of this Agreement.

4 Invalidity

- 4.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.
- 4.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 4.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 4.1, not be affected.

5 Third party rights

The parties do not confer any rights or remedies under this Agreement upon any person other than the parties and their respective successors and permitted assigns.

6 Whole Agreement

This Agreement contains the whole agreement between the Assignor and the Assignee relating to the subject matter of this Agreement at the date of this Agreement, to the exclusion of any terms implied by law which may be excluded by contract, and supersedes any previous written or oral agreement between the Assignor and the Assignee in relation to the matters dealt with in this Agreement. The Assignee agrees and acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty or undertaking not expressly incorporated into it. Nothing in this Clause 6 excludes or limits any liability for fraud.

7 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Assignor and the Assignee may enter into this Agreement by executing any such counterpart.

8 Governing Law and jurisdiction

- 8.1** This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the law of the State of Delaware.
- 8.2** Each party irrevocably agrees that the federal and state courts of the State of Delaware are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. Each party irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

[signature page follows]

In witness whereof this Agreement has been entered into on the date stated at the beginning.

SIGNED for and on behalf of

RECKITT BENCKISER LLC:

By [Signature]

Print Name: KELLY SLAVITT

Title: MANAGER

Before witness:

Name:

Address:

Occupation:

[Signature]
CATHERINE A. ARNESEN
399 INTERPACE PKWY, PARSIPPANY, NJ 07054
PARALEGAL

SIGNED for and on behalf of

RB HEALTH (US) LLC:

By [Signature]

Print Name: GEOFFROY RIBADEAU-DUMAS

Title: MANAGER

Before witness:

Name:

Address:

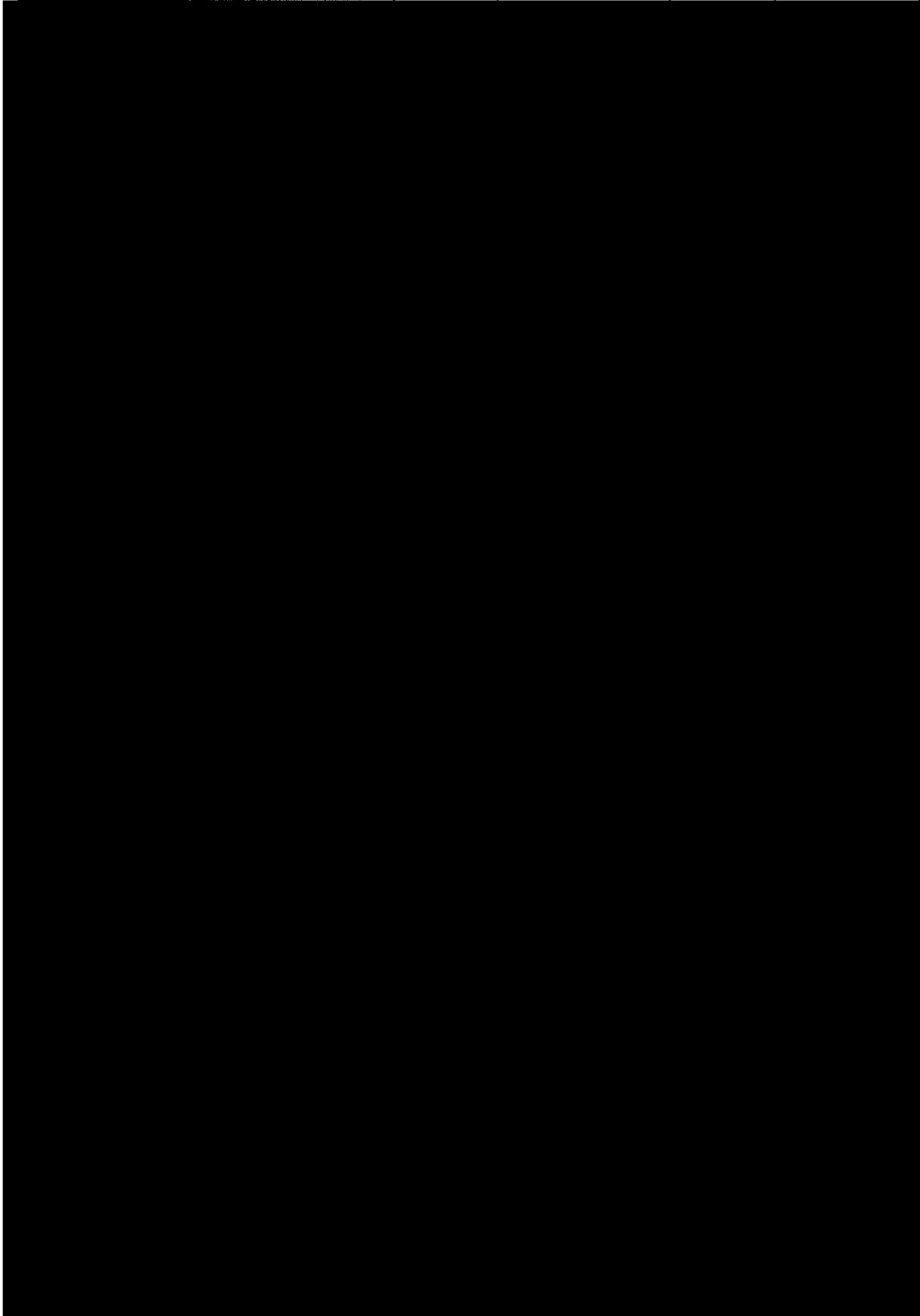
Occupation:

[Signature]
CATHERINE A. ARNESEN
399 INTERPACE PKWY, PARSIPPANY, NJ 07054
PARALEGAL

Case reference	Country	Current Status	Filing Date	Application Number	Grant Date	Grant Number
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Case reference	Country	Current Status	Filing Date	Application Number	Grant Date	Grant Number
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Case reference	Country	Current Status	Filing Date	Application Number	Grant Date	Grant Number
11579P3-US-PCT-w	US	Granted	11 Jan 2006	11/813739	09 Dec 2008	7462289
12445P3-US-PCT-w	US	Granted	21 Oct 2011	13/879741	17 Feb 2015	8955719
12450P3-US-PCT-w	US	Granted	21 Oct 2011	13/880658	19 May 2015	9033193
12573P3-US-PCT-w	US	Granted	25 May 2012	14/122671	09 May 2017	9642501
12873P3-US-PCT	US	Pending	17 Oct 2016	15/770710		
12887P3-US-PCT-w	US	Granted	13 Feb 2015	15/115403	30 Jan 2018	9877484
12959P3-US-PCT	US	Pending	30 Sep 2016	15/763920		
12566P3-US-PRI	US	Granted	23 Jun 1999	09/338423	07 Nov 2000	6143285
12984P3-US-PCT	US	Pending	24 Feb 2016	15/549063		
12163P1-US-PRI	US	Granted	28 Apr 2000	09/559542	16 Apr 2002	6372252
12163P1-US-REX-2	US	Granted	22 Apr 2005	90/007514	16 Jun 2009	6372252C1
12163P1B-US-CIP	US	Granted	15 Apr 2002	10/121706	18 Oct 2005	6955821
12163P1B-US-CIP-2	US	Granted	04 Apr 2003	10/406557	23 Nov 2010	7838032
12163P1B-US-CIP-3	US	Granted	04 Apr 2003	10/406574	26 Jul 2011	7985420
12163P1B-US-CIP-4	US	Granted	15 Apr 2003	10/413530	06 Sep 2011	8012504
12163P1B-US-CIP-5	US	Granted	22 Jun 2005	11/158012	26 Jul 2011	7985421
12163P1B-US-CON-7	US	Pending	12 Sep 2016	15/262395		
12321P3-US-CNT	US	Pending	28 Mar 2017	15/471783		
12583P3-US-CON-2	US	Pending	19 Apr 2016	15/133062		
12583P3-US-PRI	US	Granted	04 Feb 2011	13/021240	17 May 2016	9339478
12957P3-US-PCT	US	Pending	21 Oct 2015	15/520752		
12958P3-US-PCT	US	Pending	21 Oct 2015	15/520731		
13022P3-US-NP	US	Pending	11 Oct 2016	15/291061		

Schedule 2
Health Designs and Design Applications - Reckitt Benckiser LLC

Case reference	Country	Current Status	Filing Date	Application Number	Grant Date	Grant Number
12448D3-US-DES	US	Registered	25 Apr 2011	29/390387	22 May 2012	D660061
12448D3-US-DES-2	US	Registered	25 Apr 2011	29/390388	15 May 2012	D659453
12448D3-US-DES-3	US	Registered	25 Apr 2011	29/390389	08 May 2012	D658915
12828D3-US-PDS	US	Registered	10 Nov 2014	29/508682	19 Jan 2016	D747791
12840D1-US-DCP-2	US	Registered	01 Jun 2015	29/528731	27 Oct 2015	D741990
12840D1-US-DCP-3	US	Registered	21 Sep 2015	29/540070	10 May 2016	D755949
12840D1-US-DCP-4	US	Registered	21 Sep 2015	29/540071	10 May 2016	D755950

Case reference	Country	Current Status	Filing Date	Application Number	Grant Date	Grant Number