# 505654733 09/04/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5701539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
SASAN AMINI	09/03/2019
DANA HOSSEINI	09/03/2019
EVEIE WILPON SCHWARTZ	09/03/2019

### **RECEIVING PARTY DATA**

Name:	PRODERMIQ, INC.
Street Address:	3210 MERRYFIELD ROW
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14899048

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 8583502300

**Email:** qwolfe@wsgr.com, patentdocket@wsgr.com **Correspondent Name:** WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	53863-701.831
NAME OF SUBMITTER:	QUINN WOLFE
SIGNATURE:	/QUINN WOLFE/
DATE SIGNED:	09/04/2019

## **Total Attachments: 6**

source=PRODERMIQ 53863-701.831 Assignment#page1.tif source=PRODERMIQ 53863-701.831 Assignment#page2.tif source=PRODERMIQ 53863-701.831 Assignment#page3.tif source=PRODERMIQ 53863-701.831 Assignment#page4.tif

PATENT 505654733 REEL: 050268 FRAME: 0345

source=PRODERMIQ 53863-701.831 Assignment#page5.tif source=PRODERMIQ 53863-701.831 Assignment#page6.tif

#### PATENT ASSIGNMENT

WHEREAS, the undersigned:

 Sasan Amini 3210 Merryfield Row San Diego, CA 92121 2. Dana Hosseini 3210 Merryfield Row San Diego, CA 92121 3. Eveie Wilpon Schwartz 3210 Merryfield Row San Diego, CA 92121

Docket Number: 53863-701.831

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

#### CUSTOMIZED SKIN CARE PRODUCTS AND PERSONAL CARE PRODUCTS BASED ON THE ANALYSIS OF SKIN FLORA

🔯 for which application serial number 14/899,048 was filed on December 16, 2015, in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ProdermIQ, Inc., a corporation under the laws of the State of Delaware, having a place of business at 3210 Merryfield Row, San Diego, CA 92121 hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein. and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths. specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- This instrument will be interpreted and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Page 1 of 2

Sign Envelope ID: 4B80	09151-547F-4B06-96EE-92D0CCB4ADC4	
	PATENT ASSIGNMENT	Docket Number: 53863-701.831
Date: 9/3/2019	Sasan Amini Sasan Amini ACA68340972F46D	
Date:	Dana Hosseini	
Date:	Eveie Wilpon Schwartz	
RECEIVED AND AG	REED TO BY ASSIGNEE:	
Date: 9/4/2019	Signature: Dana Hosseini Name: Dana Hosseini Title: Co-Founder & Chief Executive Officer	

#### PATENT ASSIGNMENT

WHEREAS, the undersigned:

1. Sasan Amini 3210 Merryfield Row San Diego, CA 92121 2. Dana Hosseini 3210 Merryfield Row San Diego, CA 92121 3. Eveie Wilpon Schwartz 3210 Merryfield Row San Diego, CA 92121

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WHEREAS, <u>ProdermIQ</u>, Inc., a corporation under the laws of the State of <u>Delaware</u>, having a place of business at <u>3210 Merryfield Row</u>, <u>San Diego</u>, <u>CA 92121</u> hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

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PATENT ASSIGNMENT		Docket Number: 53863-701.831	
Date:	Sasan Amini		
9/3/2019 Date:	Dana Hosseini ——78A70D49197C436		
Date:	Eveie Wilpon Schwartz		
RECEIVED AND AGE	REED TO BY ASSIGNEE:		
ProdermIQ, Inc.			
Date:	Signature: Dana Hosseina Hosseina Name: Dana Hosseina Hosseina Name: Dana Name: Dana Hosseina Name: Dana		
	Title: Co-Founder & Chief Executive Officer		

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Date: 9/3/2019	Eveie Wilpon Schwartz Eveie Wilpon Schwartz	
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ProdermIQ, Inc.	DocuSigned by:	
9/4/2019 Date:	Signature: Dana Hosseini	

Page 2 of 2