

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5730225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ERIC FINZI	08/20/2019
NORMAN E ROSENTHAL	08/20/2019
RECEIVING PARTY DATA	
Name:	MARYLAND MENTAL HEALTH INSTITUTE
Street Address:	8401 CONNECTICUT AVENUE
Internal Address:	SUITE 210
City:	CHEVY CHASE
State/Country:	MARYLAND
Postal Code:	20815
PROPERTY NUMBERS Total: 14	
Property Type	Number
Application Number:	60445868
Application Number:	15957494
Application Number:	61903292
Application Number:	14984299
Application Number:	15725178
Application Number:	16233003
Patent Number:	7758872
Patent Number:	8414902
Patent Number:	9060964
Patent Number:	9533029
Patent Number:	9950045
Patent Number:	9254314
Patent Number:	9808515
PCT Number:	US2014065029
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>	

PATENT

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ATTORNEY DOCKET NUMBER:	MMHI 19216 & 21260 CASES
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NAME OF SUBMITTER:	BRIGITTE C. PHAN
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SIGNATURE:	/Brigitte C. Phan/
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DATE SIGNED:	09/20/2019
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Total Attachments: 7

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this “**Assignment**”) is dated as of August 20, 2019 (the “**Effective Date**”), and is made from Eric Finzi, M.D., Ph.D., a resident of the State of Maryland and Norman E. Rosenthal, M.D., a resident of the State of Maryland (each, an “**Assignor**” and, together, the “**Assignors**”), to Maryland Mental Health Institute, LLC, a Maryland limited liability company with offices at 8401 Connecticut Avenue, Suite 210, Chevy Chase, Maryland 20815 (the “**Assignee**”). The Assignee and the Assignors may be referred to collectively herein as the “**Parties**” and individually as a “**Party**”.

WHEREAS, Dr. Finzi is the sole inventor and owner of certain patents and patent applications, including those patents and patent applications set forth in the attached Schedule A (referred to herein as the “**Depression Patents**”);

WHEREAS, the Assignors are the joint inventors and owners of certain patents and patent applications, including those patents and patent applications set forth in the attached Schedule B (referred to herein the “**Social Anxiety Disorder Patents**”);

WHEREAS, pursuant to an Assignment, Assumption and License Agreement dated August 20, 2019, the Parties have agreed to enter into this Patent Assignment.

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants, agreements, representations, and warranties herein contained, the Parties agree as follows:

1. **Assignment of Depression Patent Rights.** Effective as of the Effective Date, Dr. Finzi hereby transfers, conveys, assigns, and delivers to the Assignee, and the Assignee hereby accepts from Dr. Finzi, the following “**Depression Patent Rights**”: (a) all of Dr. Finzi’s right, title and interest in, to, and under the Depression Patents and the invention(s) described therein, any continuations, continuations-in-part, divisionals, extensions, re-issues, re-examinations and any other post-grant proceedings thereof, and any patents issuing therefrom including rights relating to any of the foregoing for all jurisdictions throughout the world, together with: (b) all rights to claim priority in accordance with any law, treaty or international convention; (c) all rights to collect royalties and proceeds in connection with any of the subject matter of Section 1(a); (d) all rights of action pertaining to the subject matter of Section 1(a), including, without limitation, the right to sue for past, present or future infringement of the subject matter of Section 1(a) together with all claims for damages, injunctive relief, or any other remedies of any kind, for reason of past, present or future infringement of subject matter of Section 1(a), and the right to sue for and collect the same for the Assignee’s own use and enjoyment; (e) the right to initiate other proceedings before any applicable supra-national, federal, national, regional, state, provincial, or local regulatory agencies, departments, bureaus, commissions, councils, courts, tribunals or other government entities (each a “**Government Entity**” and, together, the “**Governmental Entities**”) with respect to the subject matter of Section 1(a); and (f) all rights under the Paris Convention for the Protection of Industrial Property, all to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Dr. Finzi had this Assignment not been made.

2. **Assignment of Social Anxiety Disorder Patent Rights.** Effective as of the Effective Date, the Assignors hereby transfer, convey, assign, and deliver to the Assignee, and the Assignee hereby accepts from the Assignors, the following “**Social Anxiety Disorder Patent Rights**”: (a) all of the Assignors’ right, title and interest in, to, and under the Social Anxiety Disorder Patents and the invention(s) described therein, any related foreign applications, continuations, continuations-in-part, divisionals, extensions, re-issues, re-examinations and any other post-grant proceedings thereof, and any patents issuing therefrom including rights relating to any of the foregoing for all jurisdictions throughout the world, together with: (b) all rights to claim priority in accordance with any law, treaty or international convention; (c) all rights to collect royalties and proceeds in connection with any of the subject matter of Section 2(a); (d) all rights of action pertaining to the subject matter of Section 2(a), including, without limitation, the right to sue for past, present or future infringement of the subject matter of Section 2(a) together with all claims for damages, injunctive relief, or any other remedies of any kind, for reason of past, present or future infringement of subject matter of Section 2(a), and the right to sue for and collect the same for the Assignee’s own use and enjoyment; (e) the right to initiate other proceedings before any Governmental Entity with respect to the subject matter of Section 2(a); and (f) all rights under the Paris Convention for the Protection of Industrial Property, all to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment not been made.

3. **Recordation.** From and after the date hereof, the Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Depression Patent Rights and the Social Anxiety Disorder Patent Rights, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the Assignee’s signatures hereof, and for the recording of such assignment documents with the appropriate Governmental Entities. Dr. Finzi, with respect to the Depression Patent Rights, and the Assignors with respect to the Social Anxiety Disorder Patent Rights, hereby authorize the applicable patent offices or other relevant Governmental Entity to register and record the Assignee as the assignee and owner of the Depression Patent Rights and Social Anxiety Disorder Patent Rights, respectively, including any continuations, continuations-in-part, divisionals, extensions, re-issues and re-examinations with respect thereto.

4. **Further Assurances.** The Assignors further agree that the Assignors will, without demanding any further consideration therefor, at the request but at the expense of the Assignee, do all lawful and just acts, including without limitation the execution and acknowledgment of instruments that may be or become necessary to effect or formalize the transfer of the Depression Patent Rights and Social Anxiety Disorder Patent Rights or as may be necessary to prosecute, obtain, maintain or enforce the Depression Patent Rights and Social Anxiety Disorder Patent Rights.

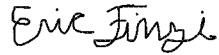
5. **Miscellaneous.** This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute the same agreement. If any signature is delivered by facsimile transmission or by email in PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature

were an original thereof. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Assignment and the rights and obligations of the Parties shall be construed in accordance with and governed by the laws of the State of Maryland, without regard to its conflict of laws principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNORS



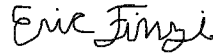
Name: Eric Finzi, M.D., Ph.D.

Name: Norman E. Rosenthal, M.D.

ASSIGNEE

MARYLAND MENTAL HEALTH
INSTITUTE, LLC

By:



Name: Eric Finzi, M.D., Ph.D.

Title: Member

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNORS

Name: Eric Finzi, M.D., Ph.D.



Name: Norman E. Rosenthal, M.D.

ASSIGNEE

MARYLAND MENTAL HEALTH
INSTITUTE, LLC

By:

Name: Eric Finzi, M.D., Ph.D.

Title: Member

[Signature Page to Patent Assignment]

Schedule A

Depression Patents

1. U.S. Provisional App. No. 60/445,868 filed February 7, 2003, entitled METHOD OF TREATING DEPRESSION; inventor: Eric Finzi. Status: Expired.
2. U.S. Patent No. 7,758,872 issued July 20, 2010, entitled METHOD OF TREATING DEPRESSION, from U.S. Non-Provisional Utility App. No. 10/773,785, filed February 6, 2004, inventor: Eric Finzi. Status: Issued and Active.
3. U.S. Patent No. 8,414,902 issued April 9, 2013, entitled METHOD FOR TREATING DEPRESSION, from U.S. Non-Provisional Utility App. No. 12/813,373, filed June 10, 2010, inventor: Eric Finzi. Status: Issued and Active.
4. U.S. Patent No. 9,060,964 issued June 23, 2015, entitled METHOD OF TREATING DEPRESSION, from U.S. Non-Provisional Utility App. No. 13/789,216, filed March 7, 2013, inventor: Eric Finzi. Status: Issued and Active.
5. U.S. Patent No. 9,533,029 issued January 3, 2017, entitled METHOD OF TREATING DEPRESSION, from U.S. Non-Provisional Utility App. No. 14/746,299, filed June 22, 2015, inventor: Eric Finzi. Status: Issued and Active.
6. U.S. Patent No. 9,950,045 issued April 24, 2018, entitled METHOD OF TREATING DEPRESSION, from U.S. Non-Provisional Utility App. No. 15/388,840, filed December 22, 2016, inventor: Eric Finzi. Status: Issued and Active.
7. U.S. Non-Provisional Utility App. No. 15/957,494, filed April 19, 2018, entitled METHOD OF TREATING DEPRESSION, inventor: Eric Finzi. Status: Pending.

Schedule B

Social Anxiety Disorder Patents

1. U.S. Provisional App. No. 61/903,292 filed November 12, 2013, entitled TREATMENT OF SOCIAL ANXIETY DISORDER, OBSESSIVE COMPULSIVE DISORDER AND PANIC DISORDER USING BOTULINUM TOXIN; inventors: Eric Finzi and Norman E. Rosenthal. Status: Expired.
2. U.S. Patent No. 9,254,314 issued February 9, 2016 entitled TREATMENT OF SOCIAL ANXIETY DISORDER, OBSESSIVE COMPULSIVE DISORDER AND PANIC DISORDER USING BOTULINUM TOXIN, from U.S. Non-Provisional Utility App. No. 14/538,503 filed November 11, 2014, inventors: Eric Finzi and Norman E. Rosenthal. Status: Issued and Active.
3. U.S. Non-Provisional App. No. 14/984,299 filed December 30, 2015, entitled TREATMENT OF SOCIAL ANXIETY DISORDER, OBSESSIVE COMPULSIVE DISORDER AND PANIC DISORDER USING BOTULINUM TOXIN; inventors: Eric Finzi and Norman E. Rosenthal. Status: Abandoned.
4. U.S. Patent No. 9,808,515 issued November 7, 2017 entitled TREATMENT OF SOCIAL ANXIETY DISORDER USING BOTULINUM TOXIN, from U.S. Non-Provisional App. No. 15/277,909 filed September 27, 2016, inventors: Eric Finzi and Norman E. Rosenthal. Status: Issued and Active.
5. U.S. Non-Provisional App. No. 15/725,178 filed October 4, 2017, entitled TREATMENT OF SOCIAL ANXIETY DISORDER, OBSESSIVE COMPULSIVE DISORDER AND PANIC DISORDER USING BOTULINUM TOXIN; inventors: Eric Finzi and Norman E. Rosenthal. Status: Abandoned.
6. U.S. Non-Provisional App. No. 16/233,003 filed December 26, 2018, entitled TREATMENT OF SOCIAL ANXIETY DISORDER, OBSESSIVE COMPULSIVE DISORDER AND PANIC DISORDER USING BOTULINUM TOXIN; inventors: Eric Finzi and Norman E. Rosenthal. Status: Pending.
7. PCT App. No. PCT/US2014/065029 filed November 11, 2014, entitled TREATMENT OF SOCIAL ANXIETY DISORDER, OBSESSIVE COMPULSIVE DISORDER AND PANIC DISORDER USING BOTULINUM TOXIN; inventors: Eric Finzi and Norman E. Rosenthal. Status: Expired.
8. EP App. No. 14803025.7 filed May 5, 2016, entitled TREATMENT OF SOCIAL ANXIETY DISORDER, OBSESSIVE COMPULSIVE DISORDER AND PANIC DISORDER USING BOTULINUM TOXIN; inventors: Eric Finzi and Norman E. Rosenthal. Status: Pending.