

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5754851

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	STEPHEN W THOMPSON	08/09/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	IAN T HOLMES	
<b>Street Address:</b>	711 5TH AVENUE SOUTH SUITE 200	
<b>City:</b>	NAPLES	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	34102	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8517794	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(239)790-5766	
<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>	2392287280	
<b>Email:</b>	iholmes@holmesfraser.com	
<b>Correspondent Name:</b>	IAN T. HOLMES	
<b>Address Line 1:</b>	711 5TH AVENUE SOUTH SUITE 200	
<b>Address Line 4:</b>	NAPLES, FLORIDA 34102	
<b>NAME OF SUBMITTER:</b>	IAN HOLMES	
<b>SIGNATURE:</b>	/Ian Holmes/	
<b>DATE SIGNED:</b>	10/04/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 6</b>		
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## **SETTLEMENT AGREEMENT**

The Parties IAN T. HOLMES (“Holmes”) DR. STEPHEN THOMPSON, DERMATERNA, LLC and MATERNA DERMA LLC also joined by ROY SMITH and AMDEV INTERNATIONAL, LLC enter into this Settlement Agreement this 9<sup>th</sup> day of August 2019 as follows:

WHEREAS IAN I. HOLMES loaned approximately \$132,000.00 to Dermaterna, LLC, the loan is due and has not been fully repaid.

WHEREAS Dr. Thompson and Materna Derma, LLC assigned as collateral to that loan the intellectual property US utility patent #8,517,794 B2 “Stretch Mark Prevention Garment” dated 08-27-2013 and any subsequent iterations or derivatives thereof.

WHEREAS the Parties enter into this Settlement Agreement to avoid the expense of litigation as follows:

1. REPRESENTATIONS AND WARRANTIES. Each Party, separately and severally, acknowledges the truth of the statements made with respect to such Party in the following Recitals, which are adopted herein. Each Party, separately and severally, represents and warrants his authority to enter into this Agreement without further approvals.

Dr. Stephen Thompson is owner and holder of the Intellectual Property as described below and is a member of Materna Derma, LLC an administratively dissolved Florida limited liability company. Pursuant to Florida Statute Section 605.0709, Dr. Stephen Thompson holds the requisite power and authority to carry on with this agreement as an act of winding up activities and affairs.

Except as described herein, Materna Derma, LLC and Dr. Stephen Thompson is neither insolvent nor is a party to or bound by any other contracts, agreements, debts, creditors or other liabilities which are related to the business Dermaterna LLC or the intellectual property subject this agreement.

Roy Smith, individually, is joined herein pursuant to his interest in Amdev International LLC as well as certain retained rights in the Dermaterna LLC business which shall be transferred upon the execution of this agreement.

Roy Smith is the appointed individual of Amdev International LLC, a voluntarily dissolved

Florida limited liability company. Pursuant to Florida Statute Section 605.0709, Roy Smith holds the requisite power and authority to carry on with this agreement as an act of winding up activities and affairs. Amdev International LLC is joined herein pursuant to that Unit Subscription Agreement and Operating Agreement which established initial ownership of Dermaterna LLC as follows:

Amdev International LLC	800 Units	Forty (40) Percent
Materna Derma LLC	1000 Units	Fifty (50) Percent
Ian T. Holmes	200 Units	Ten (10) Percent

Except as described herein, Amdev Internantional LLC and Roy Smith is neither insolvent nor is a party to or bound by any other contracts, agreements, debts, creditors or other liabilities which are related to the business Dermaterna LLC or the intellectual property subject this agreement.

2. **FACTUAL BACKGROUND.** On or around October 29, 2016, Dermaterna, LLC executed and delivered to Holmes a Balloon Promissory Note ("Note") in the maximum principal amount of \$175,000.00. For the purpose of inducing Holmes to make the loan and as additional security for the performance under the Note, Dermaterna, LLC, Materna Derma, LLC, and Holmes entered into a Security Agreement (the "Security Agreement") which pledged to Holmes certain collateral consisting of Accounts, Inventory, and Intellectual Property. Including IP: US utility patent #8,517,794 B2 "Stretch Mark Prevention Garment" dated 08-27-2013 and any subsequent iterations or derivates thereof (collectively, the "Secured Property"). Dermaterna, LLC has not made all required payments pursuant to the Note and or any distributions to Holmes, as contemplated by that Unit Subscription Agreement (the "Subscription Agreement") dated on or about October 25, 2016 by and among Dermaterna, LLC, Materna Derma, LLC, Holmes, and Amdev International, LLC. The Note, Security Agreement, Subscription Agreement, the Operating Agreement of Dermaterna, LLC, and all other documents and instruments by and among or between any of the Parties hereto related to the ownership or investment in Dermaterna, LLC or the obligations under the Note and Security Agreement are referred to herein as the "Transaction Documents."

3. **SETTLEMENT TERMS.** Dr. Stephen Thompson, Materna Derma LLC, Roy Smith, and Amdev International, LLC agree to transfer all interests they hold in Dermaterna, LLC, and each item of Secured Property listed in above Section 3 to Holmes who shall become the sole member of Dermaterna LLC and holder of the Secured Property. The Parties shall give all further assurances and cooperation in executing any additional documents required to effectuate a full transfer of their respective interests in the foregoing. The Parties further agree:

Related to US utility patent #8,517,794 B2 "Stretch Mark Prevention Garment" dated 08-27-2013, Dr. Stephen Thompson, individually, through this agreement and in exchange for the general release contained herein agrees to:

- a. Sign all required documents and cooperate in the transfer of such utility patent and any existing derivatives of the product.
- b. Revoke all current or past third-party licensing of the utility patent.

Related to the inventory as described in the Security Agreement, Dr. Stephen Thompson individually and Materna Derma LCC each waive any ownership and possession interest in such inventory which includes all materials, goods, work in progress and finished goods.

Related to all manufacturing processes, procedures, factory requirements, factory specifications, sizing requirements, sizing specifications, production materials sourcing, website access and control, vendor account access, vendor contacts, outside contractor contacts, photograph, film, video or other media promotional or advertising materials, rights of reproduction of video and other media promotional or advertising factory requirements and any other information or specialized data required to produce the product subject the intellectual property, its derivatives and the end resulting product, Roy Smith individually and Amdev International LLC each agree to waive any ownership, possession or control of the same and both agree to sign any documents, and otherwise cooperate with the transfer of all other tangible or intangible requirements not identified herein but necessary for the future development, manufacturing and marketing of the product to Holmes.

4. RELEASE. Except for the parties respective rights and obligations set forth herein, each Party hereto, with the intention of binding such Party, as well as such Party's respective successors, legal representatives, shareholders, directors, employees, agents, and/or assigns, hereby releases and discharges each other Party hereto and their respective shareholders, directors, officers, employees, successors, legal representatives, and/or assigns, as the case may be, from any and all claims, actions, causes of action, covenants, agreements, damages, debts, or any other claims and demands whatsoever which such Party may have against the other Parties relating to the Transaction Documents or the investment or ownership interest in Dermaterna, LLC.

5. SUPERSESSSION.

- a. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the parties.
- b. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

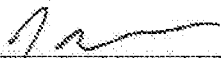
6. MISCELLANEOUS.

- a. The Parties acknowledge and agree that this Agreement contains the entire agreement between the Parties and the terms hereof are contractual and not a mere recital. The Parties affirm that they have carefully read the terms of this Agreement, that they know and understand the contents and meaning of this Agreement, and that they sign this Agreement as a matter of their own free acts and after consultation with their own legal counsel.

- b. Venue for any action arising from or in any way related to enforcement of this Agreement shall lie exclusively in the Twentieth Judicial Circuit in and for Collier County, Florida with the prevailing party in any action to enforce this agreement entitled to reasonable attorney's fees and costs pursuant to the agreement.
- c. This Agreement shall be governed and construed in accordance with the laws of Florida.
- d. No term or provision of this Agreement may be varied, changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the variation, change, modification, waiver, discharge or termination is sought. The waiver by any party hereto of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any breach of any other provision hereof, nor shall any failure to enforce any provision hereof operate as a waiver at such time or at any future time of such provision or of any other provision hereof.
- e. Except as provided in this Agreement, the provisions of this Agreement are severable, and if any of the provisions shall be held by any court of competent jurisdiction to be unenforceable, such holding shall not affect or impair any other provision of this Agreement, and only the specific language which causes any provision to be deemed unenforceable shall be struck, with the remainder of the Agreement to stay in full force and effect.
- f. All Parties shall bear their own costs, expenses and attorneys' fees including the negotiations and drafting of this Agreement.
- g. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

THE BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK.  
THE NEXT PAGE IS THE SIGNATURE PAGE.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have executed this Settlement Agreement on the day and year first above written.

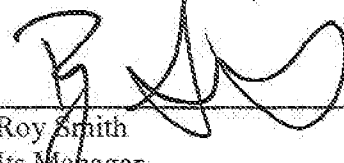
  
\_\_\_\_\_  
Ian T. Holmes  
Individually

Materna Derma, LLC

\_\_\_\_\_  
Dr. Stephen Thompson  
Its Authorized Member

\_\_\_\_\_  
Dr. Stephen Thompson  
Individually

Amdev International, LLC

  
\_\_\_\_\_  
Roy Smith  
Its Manager

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have executed this Settlement Agreement on the day and year first above written.

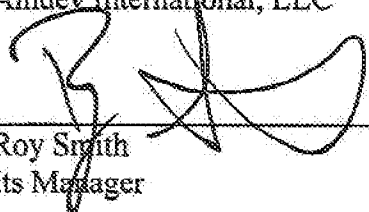
\_\_\_\_\_  
Ian T. Holmes  
Individually

Materna Derma, LLC

  
\_\_\_\_\_  
Dr. Stephen Thompson  
Its Authorized Member

  
\_\_\_\_\_  
Dr. Stephen Thompson  
Individually

Amdev International, LLC

  
\_\_\_\_\_  
Roy Smith  
Its Manager