

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5753532

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the BOTULINUM TOXIN RESEARCH ASSOCIATES SHOULD BE BOTULINUM TOXIN RESEARCH, INC. previously recorded on Reel 013315 Frame 0777. Assignor(s) hereby confirms the ASSIGNMENT.	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GARY E. BORODIC	09/05/2002
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BOTULINUM TOXIN RESEARCH ASSOCIATES, INC.	
<b>Street Address:</b>	1261 FURNACE BROOK PARKWAY	
<b>City:</b>	QUINCY	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02169	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6429189
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	ssexton@kslaw.com	
<b>Correspondent Name:</b>	KING & SPALDING	
<b>Address Line 1:</b>	1180 PEACHTREE STREET NE	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309	
<b>ATTORNEY DOCKET NUMBER:</b>	13720.105162	
<b>NAME OF SUBMITTER:</b>	SALLY SEXTON	
<b>SIGNATURE:</b>	/sallysexton/	
<b>DATE SIGNED:</b>	10/03/2019	
<b>Total Attachments: 6</b>		
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source=assign#page2.tif		
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source=assign#page5.tif		



Form PTO-1594  
(Rev. 03/01)RECORDATION FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Gary E. BORODIC

- ☒ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: September 5, 2002

## 2. Name and address of receiving party(ies)

Name: Botulinum Toxin Research Associates, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 1261 Furnace Brook ParkwayCity: Quincy State: MA Zip: 02169

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Massachusetts  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic  
representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)  
Additional name(s) address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

A. Patent Application No.(s) Filing Date

## B. Patent No.(s)

6,429,189

Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael N. Nitabach, Ph.D.Internal Address: Milbank, Tweed, Hadley & McCloyLLPStreet Address: 1 Chase Manhattan PlazaCity: New York State: New York Zip: 10005

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 3.41) \$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

13-3250 for any deficiencies

(Attach duplicate copy of this page if paying by deposit account)

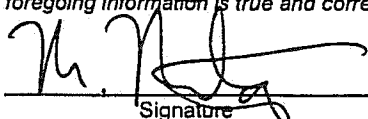
DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true  
copy of the original document

Michael N. Nitabach

Name of Person Signing



Signature

September 19, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

**GARY E. BORODIC, 90 Kensington Drive, Canton, Massachusetts 02021, U.S.A.**

(hereinafter referred to as ASSIGNOR(S), has made a discovery or invention entitled:

**CYTOTOXIN (NON-NEUROTOXIN) FOR THE TREATMENT OF HUMAN HEADACHE DISORDERS AND INFLAMMATORY DISEASES**

[X] for which Letters Patent No. 6,429,189 of the United States has been issued herewith,

[ ] for which application for Letters Patent of the United States has been filed on \_\_\_\_\_, 2002 under Serial No. \_\_\_\_\_, and

WHEREAS:

**BOTULINUM TOXIN RESEARCH ASSOCIATES, 1261 Furnace Brook Parkway, Quincy, Massachusetts 02169, U.S.A.**

---

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

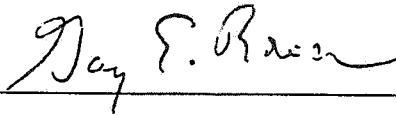
Be it known that in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that it reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's signature:



Citizenship: U.S.A.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 5th day of September, 2002.

INVOICE NUMBER	INVOICE DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
CP091902	09/19/02	\$ 40.00	\$ .00	\$ 40.00

Docket No.: 33677-00000	Patent Ser. No.: 6,429,189
Date Mailed: September 19, 2002	Atty: Nitabach
Date Due:	
The return of this postcard, properly stamped, will acknowledge receipt in the U.S. Patent and Trademark Office of the following:	
1. Assignment Cover Sheet; 2. Assignment; 3. Check for \$40.	
<u>BOX ASSI</u> <i>File asap</i> <i>6,429,189</i>	

VENDOR NUMBER	BANK CHECK NO.	DATE	TOTAL NET AMOUNT
34599	319527	09/19/02	\$ 40.00

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.

VENDOR NUMBER  
34599

MILBANK, TWEED, HADLEY & McCLOY LLP  
1 CHASE MANHATTAN PLAZA  
NEW YORK, NY 10005-1413

319527  
50-937/213

DATE  
09/19/02

\*\$40.00

■ FORTY DOLLARS AND ZERO CENTS \*\*\*\*\*



COMMISSIONER FOR PATENTS

MILBANK, TWEED, HADLEY & McCLOY LLP  
ATTORNEY BUSINESS ACCOUNT

PAY  
TO THE  
ORDER OF

THE CHASE MANHATTAN BANK, N.A.  
Syracuse, New York

SECOND SIGNATURE REQUIRED  
OVER \$20,000.00

*Stephaniel*  
Authorized Signature

VOID AFTER 90 DAYS

⑈319527⑈

⑆021309379⑆601 2 66026⑈

PATENT  
REEL: 050629 FRAME: 0409

PATENT

Docket No. 33677-00000

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

GARY E. BORODIC, 90 Kensington Drive, Canton, Massachusetts 02021, U.S.A.

(hereinafter referred to as ASSIGNOR(S), has made a discovery or invention entitled:

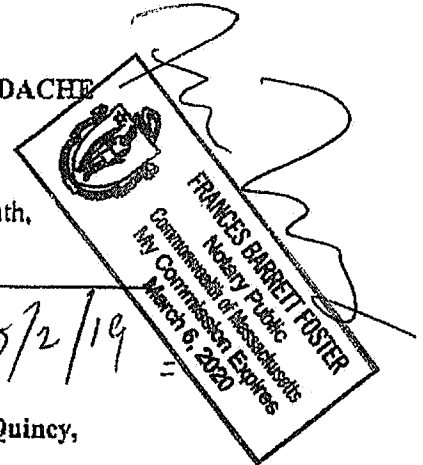
**CYTOTOXIN (NON-NEUROTOXIN) FOR THE TREATMENT OF HUMAN HEADACHE DISORDERS AND INFLAMMATORY DISEASES**

[X] for which Letters Patent No. 6,429,189 of the United States has been issued herewith,

[ ] for which application for Letters Patent of the United States has been filed on 2002 under Serial No. \_\_\_\_\_, and

WHEREAS: Botulinum Toxin Research Associates, Inc.

~~BOTULINUM TOXIN RESEARCH ASSOCIATES~~, 1261 Furnace Brook Parkway, Quincy, Massachusetts 02169, U.S.A.



(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

NY2:#4476165

PATENT

REEL: 050629 FRAME: 0410

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that it reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's signature:

*Gay E. Racz*

*J. Boud*  
*10/2/19*

Citizenship: U.S.A.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 5th day of September, 2002.