505905040 02/07/2020

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
ERIN DESPAIN	11/19/2012

RECEIVING PARTY DATA

Name:	BRAINTHROB LABORATORIES, INC.	
Street Address:	2140 S DUPONT HWY	
City:	CAMDEN	
State/Country:	DELAWARE	
Postal Code:	19934	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8560478

CORRESPONDENCE DATA

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8669133499 Email: cliff@freship.com **Correspondent Name:** CLIFFORD D. HYRA

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ATTORNEY DOCKET NUMBER:	7271-101
NAME OF SUBMITTER:	CLIFFORD D. HYRA
SIGNATURE:	/Cliff Hyra/
DATE SIGNED:	02/07/2020

Total Attachments: 5

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> **PATENT** REEL: 051852 FRAME: 0110

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PATENT APPLICATION ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Patent Assignment") is made, entered into and effective as of this 19th day of November, 2012, by ERIN C. DESPAIN (the "Assignor") in favor of BRAINTHROB LABORATORIES, INC., a Delaware corporation (the "Assignee").

RECITALS:

WHEREAS, the Assignor agrees to assign to the Assignee all of its right, title and interest in, and to the patent application (and any issued patents granted thereon) as such patent application is listed on <u>Schedule 1</u> attached hereto and incorporated herein by reference (collectively, the "Assigned Patent Application").

- NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:
- Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to 1. the Assignce, and the Assignce hereby accepts, all legal and beneficial right, title and interest of the Assignor in and to the Assigned Patent Application, and the inventions claimed therein, to hold unto Assignee absolutely and in perpetuity (or for the longest period of time otherwise permitted by law), together with all related common-law rights associated therewith and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect thereto and all causes of action and rights to sue, seek injunctive relief, and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation or other violation thereof or damage thereto, in each case free and clear of all mortgages, pledges, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Assigned Patent Application as fully and exclusively as they would have been held and enjoyed by the Assignor, to the end of the term or terms for which said Assigned Patent Application are or may be granted had the assignment in this Section 1 not been made. For avoidance of doubt, the parties agree that this Assignment expressly includes any continuations, divisionals and reissues granted based upon the Assigned Patent Application but expressly excludes any grant or transfer of any right with respect to any improvements or modifications to the inventions disclosed and/or claimed in the Assigned Patent Application including any patent applications filed thereon, including, without limitation, any new patent applications or any continuations-in-part filed based upon the Assigned Patent Application or any concepts, inventions or developments contained therein.
- 2. <u>Authorization</u>. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which Assigned Patent Application is registered to record the Assignee as the assignee and owner of the Assigned Patent Application and to issue any patents which may be granted on the Assigned Patent Application to the Assignee as assignee of the entire right, title and interest therein and thereto.

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- Further Assurances. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Patent Assignment. Without limiting the foregoing, the Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Patent Application to the Assignee.
- 4. Entire Agreement. This Patent Assignment contains the entire agreement of the parties with regard to the subject matter hereof; <u>provided</u>, <u>however</u>, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon each party hereto and its respective successors and assigns.
- 6. <u>Governing Law</u>. This Patent Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.
- 7. <u>Counterparts</u>. This Patent Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be duly executed effective as of the date first above written.

"ASSIGNOR":

By:

Erin C. DeSpain

STATE OF Virginia \$ SCOUNTY OF COUNTY OF COUNT

On this 19th day of November, 2012, before me, the undersigned, personally appeared Erin C. DeSpain, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires: 3 | 31 | 2013

NOTARIAL SEAL

PATENT REEL: 051852 FRAME: 0113

"ASSIGNEE":

BRAINTHROB, LABORATORIES, INC.

By:

Names Geralf C. DeSpain

Title: Secretary

STATE OF

COUNTY OF *A*

On this 19 day of November, 2012, before me, the undersigned, personally appeared Gerald C. DeSpain of BRAINTHROB LABORATORIES, INC., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

ANDREAS, LARREA TENORIO
NOTARY PUBLIC
REGISTRATION # 7145299
COMMOGWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
MAY 31, 2015

My Commission Expires:

POY 31, 2017 INOTARIAL SEALT

Notary L

PATENT REEL: 051852 FRAME: 0114

SCHEDULE 1

ASSIGNED PATENT APPLICATION

Country	Patent Number	Application	Status	Application Date
		Number		
United States	N/A	13/480,529	Examination	25-MAY-2012

PATENT REEL: 051852 FRAME: 0115

RECORDED: 02/07/2020