

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6042539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
COMBOCAP, INC.	02/06/2019
RECEIVING PARTY DATA	
Name:	LALLEMAND HEALTH SOLUTION INC.
Street Address:	17975 RUE DES GOUVERNEURS
Internal Address:	MIRABEL
City:	QUEBEC
State/Country:	CANADA
Postal Code:	J7J 2K7
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9456987
Patent Number:	10046549
Patent Number:	9340004
Patent Number:	D823119
CORRESPONDENCE DATA	
Fax Number:	(972)367-2002
<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>	
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Correspondent Name:	CARSTENS & CAHOON, LLP
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ATTORNEY DOCKET NUMBER:	JFIEL.00033
NAME OF SUBMITTER:	JAMES R. GOURLEY
SIGNATURE:	/James R. Gourley Reg. No. 58334/
DATE SIGNED:	04/01/2020
Total Attachments: 3	
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CERTIFICATION OF LICENSE AGREEMENT

COMBOCAP, INC., a company incorporated in the State of Delaware in accordance with the laws of the United States of America under company registration number 5302651 whose principal place of business is at 125 Algonquin Parkway, Whippany, NJ 07981, USA ("Licensor"), and LALLEMAND HEALTH SOLUTION INC., a company registered in Calgary, Canada (company registration no. 2020135709) whose principal place of business is at 17975 rue des Gouverneurs, Mirabel, Quebec, J7J 2K7, Canada ("Licensee");

Hereby certify that on February 6th, 2019 they have entered into an Exclusive Partnership and License Agreement ("the License Agreement") relating to certain patents and technology, and more specifically that the following terms were agreed upon :

1. The License Agreement encompasses all patents and applications listed in Schedule 1 hereof.
2. Under the License Agreement, the Licensor grants to the Licensee:
 - i) a worldwide, exclusive, non-sub-licensable, non-transferable right to supply Licensee-produced ingredients to the Licensor for use in certain products manufactured and produced by Licensor which will be sold by the Licensor and the Licensee;
 - ii) a worldwide, non-exclusive, non-sub-licensable, non-transferable right to sell certain products manufactured using Licensor Technology as defined, and containing Licensee-produced ingredients;
 - iii) a worldwide, non-exclusive, non-sub-licensable, non-transferable right to conduct research and development, formulation, testing or claims generation of certain products and servicing and
 - iv) a worldwide, non-exclusive, non-sub-licensable, non-transferable right to use Licensor trademark on certain product sold by Licensee.
3. The License Agreement came into force on 6 February 2019 and will remain in force for an initial term of five (5) years, extendable for an additional five (5) years term.
4. Furthermore under the License Agreement, the Licensor agrees not to assign or transfer any of the Licensor Technology or all or any of its rights and/or interests except to its Affiliates, without prior written consent of Licensee, which will not be unreasonably withheld. The Licensor agrees not to sell, assign or otherwise dispose of any Licensor Technology used to

manufacture certain products or parts thereof without prior written consent of Licensee, which will not be unreasonably withheld.

5. The Licensee agrees not to assign or transfer any of Licensee Technology relevant to the License Agreement or all or any of its rights and/or interests under the License Agreement, except to its Affiliates, without prior written consent of Licensor, which will not be unreasonably withheld.
6. Should there be any inconsistency between the provisions of this Certification of License Agreement and those of i) the License Agreement or ii) the Manufacturing Services Agreement, then the terms of the License Agreement or the Manufacturing Services Agreement shall prevail. Should any signatory to the License Agreement or to this Certification of License Agreement so request in writing, the parties hereto, shall expeditiously amend the provisions of the relevant of this Certification of Licence to remove any such inconsistency.

COMBOCAP INC.

By: 

Name: T.J. Houw

Title: Director

LALLEMAND HEALTH SOLUTION INC.

By: 

Name: PAVES JEROME

Title: President

SCHEDULE ONE

Country	Patent No.	Patent Title	Patent Type
United States of America	9,456,987	CAPSULE WITH INTERNAL DIAPHRAGM	Utility
United States of America	10,046,549	METHOD AND APPARATUS FOR MANUFACTURING A CAPSULE	Utility
United States of America	9,340,004	METHOD AND APPARATUS FOR MANUFACTURING A CAPSULE	Utility
United States of America	D823,119	Pill packaging	Design