# PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

# **CONVEYING PARTY DATA**

| Name              | Execution Date |
|-------------------|----------------|
| TIMOTHY M. PIAZZA | 02/24/2016     |
| WARD C. TUCKER    | 02/24/2016     |

# **RECEIVING PARTY DATA**

| Name:           | BIOMADISON, INC.  |
|-----------------|-------------------|
| Street Address: | 1568 LUNETA DRIVE |
| City:           | DEL MAR           |
| State/Country:  | CALIFORNIA        |
| Postal Code:    | 92014             |

# **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 16901994 |

## **CORRESPONDENCE DATA**

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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.

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| ATTORNEY DOCKET NUMBER: | 102320.0010US4   |  |
|-------------------------|--|--|
| NAME OF SUBMITTER:      | KURT L. BRILLHART  |  |
| SIGNATURE:              | /Kurt L. Brillhart/  |  |
| DATE SIGNED:            | 6IGNED: 06/15/2020   |  |
|                         | This document serves as an Oath/Declaration (37 CFR 1.63). |  |

**Total Attachments: 2** 

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PATENT 506107667 REEL: 052943 FRAME: 0384

## ASSIGNMENT

WHEREAS, the undersigned, Timothy M.PIAZZA, an individual residing in McFarland, WI and Ward C. TUCKER, an individual residing in Monona, WI (referred to hereinafter as ASSIGNOR") has invented a certain invention entitled "SENSITIZED CULTURED CELLS FOR BOTULINUM TOXIN CHARACTERIZATION", for which a United States application for Letters Patent in the United States of America was filed on February 23, 2016, serial number 15/051409 2014; which is a continuation of United States Patent Application No. 13/733,803, filed January 3, 2013, which claims priority to United States Provisional Patent Application No. 61/582940, filed January 4, 2012 and to United States Provisional Application No. 61/492,237, filed May 31, 2012, which claims the benefit of United States Provisional Application No.61/492,237, filed June 1, 2011which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, BioMadison, Inc., a company having its principal place of business at 1568 Luneta Drive, Del Mar, CA 92014 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR further acknowledge that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Mac/isow WI this 74 day of February 2016
City, State

By: Timothy M. PIAZZA

**EXECUTED** at:

EXECUTED at:

Madison, w this 24 day of February 2016

By:

Ward C. TUCKER