

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6229854

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RANDOLPH B. SLEET PH.D	03/16/2017
STEVEN A. KATES PH.D	04/06/2017
STEVEN PARKINSON	01/04/2018
RECEIVING PARTY DATA	
Name:	LAKWOOD AMEDEX, INC.
Street Address:	3030 UNIVERSITY PARKWAY
City:	SARASOTA
State/Country:	FLORIDA
Postal Code:	34243-2502
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16941627
CORRESPONDENCE DATA	
Fax Number:	(317)713-3699
<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>	
Phone:	317-713-3500
Email:	taft-ip-docket@taftlaw.com
Correspondent Name:	TAFT STETTINIUS & HOLLISTER LLP
Address Line 1:	ONE INDIANA SQUARE
Address Line 2:	SUITE 3500
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	LAK13-121
NAME OF SUBMITTER:	CHERYL L. MARLEY
SIGNATURE:	/Cheryl L. Marley/
DATE SIGNED:	07/31/2020
Total Attachments: 12	
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ASSIGNMENT

1. DEFINITIONS

- 1.1 **ASSIGNOR** means the one or more parties identified in the assignor signature section at the bottom of this assignment.
- 1.2 **ASSIGNEE** means Lakewood Amedex, Inc., a corporation of Delaware having a principal place of business at 3030 University Parkway, Sarasota, Florida 34243-2502 as well as its successors and/or assigns.
- 1.3 **PATENT APPLICATION** means International Patent Cooperation Treaty (PCT) or United States Patent Application Number 62/470,025 which was filed on March 10, 2017, with the title of

BISPHOSPHOCIN COMPOUNDS AND THEIR USE AS ANTIMICROBIALS

- 1.4 **INVENTION** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT APPLICATION and/or any invention disclosure material associated with the PATENT APPLICATION.
- 1.5 **RELATED PATENT CASES** includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
 - b. claiming directly or indirectly priority to and/or from the PATENT APPLICATION, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
 - c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT APPLICATION, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 **RELATED INTELLECTUAL PROPERTY** includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTION, PATENT APPLICATION, and/or RELATED PATENT CASES.
- 1.7 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.8 **GEOGRAPHIC SCOPE** means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.9 **EFFECTIVE DATE** means the earlier of the conception date of the INVENTION, the filing date of the PATENT APPLICATION, the filing date of the RELATED PATENT CASES, and/or the date this assignment is first signed by at least one of the parties hereto.

2. ASSIGNMENT OF RIGHTS

- 2.1 Consideration. The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.2 Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.3 Future Improvements. The ASSIGNOR hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.4 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT APPLICATION and the RELATED PATENT CASES.

2.5 Infringement and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement and/or misappropriation of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.

2.6 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement and/or misappropriation, including damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.7 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product privilege, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Insert Application Number and Filing Date. If blank in part 1.3 of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Ice Miller LLP, its successor in interest, or designee to insert the application number and/or filing date in part 1.3 of this assignment once known.

6.2 Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.3 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.4 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Florida, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the courts of Florida in connection with any dispute arising under the assignment.

6.5 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

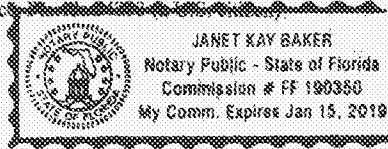
ASSIGNOR SIGNATURES

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignors.

Signature: *Randolph B. Sleet* Date: 16 March 2017
 Printed Name and Address: Randolph B. Sleet, PhD, 19120 Jalisca Street, Venice, FL 33596
 STATE OF Florida)
) ss:
 COUNTY OF Sarasota)

On this 16 day of March, 2017, there appeared before me Randolph B. Sleet, PhD, personally known to me or who proved to me his identification, who stated that he is Randolph B. Sleet, PhD; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: 01-15-2019 *Janet Kay Baker*
 NOTARY PUBLIC



Signature: _____ Date: _____
 Printed Name and Address: Steven A. Kates, PhD, 142 Woodbine Circle, Needham, Massachusetts 02494 (a U.S. citizen)
 STATE OF Massachusetts)
) ss:
 COUNTY OF Suffolk)

On this ____ day of March, 2017, there appeared before me Steven A. Kates, PhD, personally known to me or who proved to me his identification, who stated that he is Steven A. Kates, PhD; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____
 NOTARY PUBLIC

Signature: _____ Date: _____
 Printed Name and Address: Steven Parkinson, 7004 Stanhope Place, University Park, Florida 34201 (a U.S. citizen)
 STATE OF Florida)
) ss:
 COUNTY OF Suffolk)

On this ____ day of March, 2017, there appeared before me Steven Parkinson, personally known to me or who proved to me his identification, who stated that he is Steven Parkinson; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____
 NOTARY PUBLIC

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

Assignee Signature _____

Printed Name: _____

Title: _____

Lakewood Amedex, Inc.

3 5 1 2 0 1 7

ASSIGNOR SIGNATURES

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignors.

Signature: _____ Date: _____

Printed Name and Address: Randolph B. Sleet, PhD, 19120 Jalisca Street, Venice, Florida 34293 (a U.S. citizen)

STATE OF Florida)
) ss:
COUNTY OF Sarasota)

On this ____ day of March, 2017, there appeared before me Randolph B. Sleet, PhD, personally known to me or who proved to me his identification, who stated that he is Randolph B. Sleet, PhD; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____

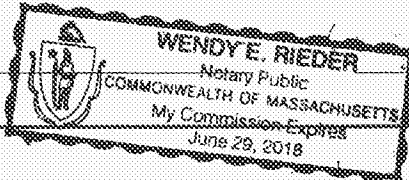
NOTARY PUBLIC

Signature: [Signature] Date: 6 April 2017

Printed Name and Address: Steven A. Kates, PhD, 142 Woodbine Circle, Needham, Massachusetts 02494 (a U.S. citizen)

STATE OF Massachusetts)
) ss:
COUNTY OF Middlesex)On this 6th day of April, 2017, there appeared before me Steven A. Kates, PhD, personally known to me or who proved to me his identification, who stated that he is Steven A. Kates, PhD; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____



NOTARY PUBLIC

Signature: _____ Date: _____

Printed Name and Address: Steven Parkinson, 7004 Stanhope Place, University Park, Florida 34201 (a U.S. citizen)

STATE OF Florida)
) ss:
COUNTY OF Suffolk)

On this ____ day of March, 2017, there appeared before me Steven Parkinson, personally known to me or who proved to me his identification, who stated that he is Steven Parkinson; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____

NOTARY PUBLIC

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

[Signature]
Assignee SignaturePrinted Name: Steven Kates
Title: CSO, VP Regulatory Affairs
Lakewood Arnedex, Inc.March 6, 2017
April

N11654932.1

ASSIGNOR SIGNATURES

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignors.

Signature: _____ Date: _____

Printed Name and Address: Randolph B. Sleet, PhD, 19120 Jolissa Street, Venice, Florida 34293 (a U.S. citizen)

STATE OF Florida)
) ss:
COUNTY OF Sarasota)

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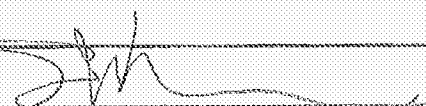
My Commission Expires: _____
NOTARY PUBLIC

Signature: _____ Date: _____

Printed Name and Address: Steven A. Kates, PhD, 142 Woodbine Circle, Needham, Massachusetts 02494 (a U.S. citizen)

STATE OF Massachusetts)
) ss:
COUNTY OF Suffolk)

On this ____ day of March, 2017, there appeared before me Steven A. Kates, PhD, personally known to me or who proved to me his identification, who stated that he is Steven A. Kates, PhD; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____
NOTARY PUBLICSignature:  Date: January 4, 2018

Printed Name and Address: Steven Parkinson, 7004 Stanhope Place, University Park, Florida 34201 (a U.S. citizen)

STATE OF Florida)
) ss:
COUNTY OF Suffolk)

On this ____ day of March, 2017, there appeared before me Steven Parkinson, personally known to me or who proved to me his identification, who stated that he is Steven Parkinson; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____
NOTARY PUBLICAssignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

Assignee Signature

Printed Name: _____

Title: _____

Lakewood Arnedex, Inc.

March ____, 2017

PATENT

REEL: 053372 FRAME: 0791

ASSIGNMENT

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- 1.1 **ASSIGNOR** means the one or more parties identified in the assignor signature section at the bottom of this assignment.
- 1.2 **ASSIGNEE** means Lakewood Amedex, Inc., a corporation of Delaware having a principal place of business at 3030 University Parkway, Sarasota, Florida 34243-2502 as well as its successors and/or assigns.
- 1.3 **PATENT APPLICATION** means International Patent Cooperation Treaty (PCT) or United States Patent Application Number 62/470,039 which was filed on March 10, 2017, with the title of

BISPHOSPHOCIN COMPOUNDS AND THEIR USE AS ANTIMICROBIALS

- 1.4 **INVENTION** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT APPLICATION and/or any invention disclosure material associated with the PATENT APPLICATION.
- 1.5 **RELATED PATENT CASES** includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
 - b. claiming directly or indirectly priority to and/or from the PATENT APPLICATION, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
 - c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT APPLICATION, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 **RELATED INTELLECTUAL PROPERTY** includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTION, PATENT APPLICATION, and/or RELATED PATENT CASES.
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3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

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3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product privilege, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

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6. MISCELLANEOUS

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ASSIGNOR SIGNATURES

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignors.

Signature: _____

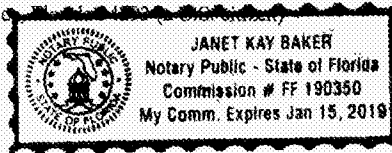
Date: _____

Printed Name and Address: Randolph B. Sleet, PhD, 19120 Jalsca Street, Venice, Florida 33596 (a U.S. citizen)

STATE OF Florida)

) ss:

COUNTY OF Sarasota)



On this 16 day of March, 2017, there appeared before me Randolph B. Sleet, PhD, personally known to me or who proved to me his identification, who stated that he is Randolph B. Sleet, PhD; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: 01-15-2019

NOTARY PUBLIC

Signature: _____

Date: _____

Printed Name and Address: Steven A. Kates, PhD, 142 Woodbine Circle, Needham, Massachusetts 02494 (a U.S. citizen)

STATE OF Massachusetts)

) ss:

COUNTY OF Suffolk)

On this ____ day of March, 2017, there appeared before me Steven A. Kates, PhD, personally known to me or who proved to me his identification, who stated that he is Steven A. Kates, PhD; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____

NOTARY PUBLIC

Signature: _____

Date: _____

Printed Name and Address: Steven Parkinson, 7004 Stanhope Place, University Park, Florida 34201 (a U.S. citizen)

STATE OF Florida)

) ss:

COUNTY OF Sarasota)

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My Commission Expires: _____

NOTARY PUBLIC

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

Assignee Signature _____

Printed Name: _____

Title: _____

Lakewood Amedex, Inc.

35 1 0015

ASSIGNOR SIGNATURES

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignors.

Signature: _____ Date: _____

Printed Name and Address: Randolph B. Sleet, PhD, 19120 Jalisca Street, Venice, Florida 34293 (a U.S. citizen)

STATE OF Florida)
COUNTY OF Sarasota) ss:

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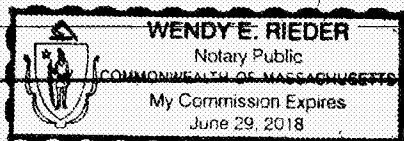
Signature: [Signature] Date: 6 Apr 2017

Printed Name and Address: Steven A. Kates, PhD, 142 Woodbine Circle, Needham, Massachusetts 02494 (a U.S. citizen)

STATE OF Massachusetts)
COUNTY OF Middlesex) ss:

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My Commission Expires: _____ NOTARY PUBLIC



Signature: _____ Date: _____

Printed Name and Address: Steven Parkinson, 7004 Stanhope Place, University Park, Florida 34201 (a U.S. citizen)

STATE OF Florida)
COUNTY OF Sarasota) ss:

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My Commission Expires: _____ NOTARY PUBLIC

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

Assignee Signature

Printed Name: Steven Kates
Title: CSO VP Regulatory Affairs
Lakewood Amedex, Inc.April March 6, 2017

IN1654796.1

ASSIGNOR SIGNATURES

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignors.

Signature: _____ Date: _____

Printed Name and Address: Randolph B. Sleet, PhD, 19120 Jallisca Street, Venice, Florida 34293 (a U.S. citizen)

STATE OF Florida)
) ss:
COUNTY OF Sarasota)

On this ____ day of March, 2017, there appeared before me Randolph B. Sleet, PhD, personally known to me or who proved to me his identification, who stated that he is Randolph B. Sleet, PhD; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

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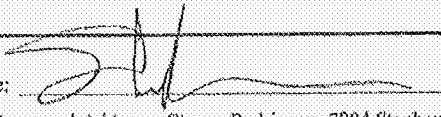
Signature: _____ Date: _____

Printed Name and Address: Steven A. Kates, PhD, 142 Woodbine Circle, Needham, Massachusetts 02494 (a U.S. citizen)

STATE OF Massachusetts)
) ss:
COUNTY OF Suffolk)

On this ____ day of March, 2017, there appeared before me Steven A. Kates, PhD, personally known to me or who proved to me his identification, who stated that he is Steven A. Kates, PhD; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____ NOTARY PUBLIC

Signature:  Date: January 4, 2018

Printed Name and Address: Steven Parkinson, 7004 Stanhope Place, University Park, Florida 34201 (a U.S. citizen)

STATE OF Florida)
) ss:
COUNTY OF Sarasota)

On this ____ day of March, 2017, there appeared before me Steven Parkinson, personally known to me or who proved to me his identification, who stated that he is Steven Parkinson; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: _____ NOTARY PUBLIC

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

Assignee Signature _____

Printed Name: _____

Title: _____

Lakewood Amedex, Inc.

March ____, 2017