506485763 02/03/2021

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
WILLIAM C ZOLENTROFF	09/19/2018

RECEIVING PARTY DATA

Name:	MOLECULAR PRODUCT MANAGEMENT LLC		
Street Address:	308 W. 103RD ST #4E		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10025		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16261444

CORRESPONDENCE DATA

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

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ATTORNEY DOCKET NUMBER:	MPM1609USIAR
NAME OF SUBMITTER:	BECKY ANWEILER
SIGNATURE:	/Becky Anweiler/
DATE SIGNED:	02/03/2021

Total Attachments: 8

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PATENT 85763 REEL: 055136 FRAME: 0406

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PATENT REEL: 055136 FRAME: 0407 ASSIGNMENT AND CONFIRMATION OF ASSIGNMENT

THIS ASSIGNMENT AND CONFIRMATION OF ASSIGNMENT

("Confirmation and Assignment"), is made by William C. Zolentroff of 308 W. 103rd

St., #4E, New York, NY 10025, USA ("Assignor") and Molecular Product Management

LLC, a Delaware Limited Liability Corporation ("MPM").

WHEREAS, Assignor is the or an inventor of the invention(s) and/or

discovery(ies) described in the following patent applications and issued patents and in

all provisional patent applications to which such patent applications and issued patents

claim priority: US Patent Application No. 13/602,093 (now issued as US Patent

9,265,753); International Patent Application PCT/US2012/053557 (published as WO

2013/033662); US Patent Application No. 15/050,462 (published as US 2016/0235709);

US Patent Application No. 15/717,910; and International Patent Application

PCT/US2017/053845 (published as WO 2018/064238), which together with all foreign

counterparts and all future continuations, continuations-in-part, divisions/divisionals,

substitutions, and similar patent applications or applications for similar rights that

share any common claim of priority to any of these patents or patent applications

(including the provisional patent applications), and all rights of priority in and to such

patent applications, and any and all patents that issue from any such patent

application or similar right, and all reissues, reexaminations, renewals, extensions, and

similar rights arising from or derived from such patents, are herein defined as the

"Patent Assets";

WHEREAS, Assignor has previously assigned certain rights related to the

Patent Assets to MPM, but have previously not made a complete assignment of the

Patent Assets;

Page 1 of 8

PATENT REEL: 055136 FRAME: 0408 **WHEREAS**, the Assignor has a significant financial interest in MPM and desires for MPM to be successful; and

WHEREAS, in order to vest complete ownership of the Patent Assets in MPM for enhancing the value of MPM, assisting in the prosecution of patent applications in the Patent Assets, and to confirm such prior assignments of Patent Assets to MPM, the Assignor and MPM wish to enter this Confirmation and Assignment.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged by Assignor, including MPM's payment for the prosecution of the Patent Assets, Assignor and MPM agree as follows:

TERMS & CONDITIONS

- 1. **Definition of "Assigned".** The capitalized term "Assigned" as used in this Confirmation and Assignment means "assigned, transferred, set over, and/or conveyed". Related capitalized terms such as "Assign", "Assigned" and "Assigns" are to have corresponding meanings.
- 2. Confirmation of Prior Assignments. With respect to any prior assignment of patent applications in the Patent Assets, Assignor hereby acknowledges that each such prior assignment Assigned the entire right, title, and interest in and/or to the invention(s), discovery(ies), and patent applications referenced in each such prior assignment to MPM.
- 3. Assignment of Previously Unassigned Rights to the Patent Assets. To the extent that Assignor has not previously Assigned any part of the Patent Assets to

Page 2 of 8

MPM, Assignors hereby Assign all rights, title, and interest, including the right of priority, in and/or to such Patent Assets to MPM.

Assignor had or now has good title, full right, and lawful authority to Assign the rights, titles, and interests to MPM; (2) there is no encumbrance, lien, or claim of ownership, title, or other rights, in, on, or to the Patent Assets held, pledged, promised, or claimed by any person or organization other than Assignor or MPM; and (3) Assignor has not at any time entered into, and were not and are not now a party to, or subject of or to, any agreement or obligation to any person or organization other than MPM, or order of any governmental authority, that could reasonably result in such an encumbrance, lien, or claim with respect to the Patent Assets.

5. Recordation and Disclosure; Future Assignment Documents.

Assignment and record it with governmental authorities, including patent offices and examining authorities throughout the world, and that MPM may prepare, execute, submit, and record additional documents evidencing Assignor's assignment of the Patent Assets to MPM and that, in some cases, such documents will be presented as an assignment in order to comply with the practices, laws, regulations, and the like of certain patent authorities and/or countries. Assignor acknowledges that such future assignments and assignment-related documents will not cause or constitute a limitation or modification of this Assignment and, in the event of any conflict between such documents and this Assignment, the terms of this Assignment will control.

6. Pledge of Assistance and Limited Power of Attorney. The Assignor further covenants that when, from time-to-time, such Assignor is reasonably called upon by MPM, Assignor will promptly, accurately, and completely communicate any

Page 3 of 8

facts known to Assignor relating to the invention(s), discovery(ies), application(s), or patents in or related to the Patent Assets; execute and deliver any and all lawful papers; make all rightful oaths, affidavits, or declarations; testify in any judicial hearings, mediations, arbitrations, or other proceedings; and perform all other lawful acts that may be deemed by MPM reasonably necessary or desirable to obtain, secure, vest, and benefit from any and all rights herein confirmed or assigned, and perfect the title to such invention(s), discovery(ies), applications, and patents in the Patent Assets, in the name of and for the benefit for MPM, and to assist or enable MPM to enforce, protect, or otherwise use and benefit from the Patent Assets. Assignor further hereby appoints MPM and MPM's attorneys with a limited power of attorney to prepare, make, execute, submit, record, deliver, and disclose any and all documents or statements confirming any aspect of this Confirmation and Assignment or that are otherwise necessary or expedient for MPM to establish, confirm, perfect, and benefit from the rights Assigned to MPM herein, in the event in which MPM cannot promptly, reasonably, or conveniently obtain any such cooperation and assistance from Assignors, its successors, or in which MPM otherwise deems it reasonably expedient to exercise its rights in or to the Patent Assets. Assignor hereby acknowledges that this limited power of attorney is coupled with an interest, in that MPM has an interest in the Patent Assets, and that as a result, in addition to any other consequences under law, this power is irrevocable and will be binding on Assignor's successors, assigns, and legal representatives.

7. Costs and Prosecution of Patent Assets; Reimbursement for Assistance. MPM will bear all out of pocket costs for preparation, filing, prosecution, and enforcement of patent applications and patents in the Patent Assets and will reasonably compensate or reimburse Assignor in any case where the Assignor is not then being regularly compensated by MPM and the Assignor can demonstrate that

Page 4 of 8

either (i) the Assignor was reasonably required to provide more than six (6) documented hours in any six (6) month period in fulfilling such Assignor's obligations under this Confirmation and Assignment (provided that in no event will MPM pay more than \$300/hour for such assistance) or (ii) such Assignor incurred reasonable and documented out of pocket costs of more than one hundred dollars (\$100) in any six (6) month period directly related to such Assignor fulfilling Assignor's obligations under this Confirmation and Assignment.

- 8. Nature of Rights Granted to MPM. Assignor acknowledges and agrees that the rights granted to MPM under this Confirmation and Assignment are of a special and extraordinary character that gives them a special and/or immeasurable value, the loss of which cannot reasonably or adequately be compensated for in damages in an action at law, and the breach by Assignor of the provisions herein shall cause MPM irreparable injury and damage and that, accordingly, MPM will be entitled as a matter of right to injunctive relief, specific performance, and other equitable relief to prevent the violation of this Confirmation and Assignment, in addition to any other rights or remedies that MPM may have to damages or other remedies available to it under applicable law in the event of such breach.
- 9. Enforcement and Construction. The term "or" as used in this
 Confirmation and Assignment will be interpreted in the inclusive sense of "and/or". It
 is the agreement and desire of Assignor and MPM that the provisions of this
 Confirmation and Assignment will be enforceable and may be enforced to the fullest
 extent possible and this Confirmation and Assignment should be construed
 accordingly, provided that a court may modify the terms of this Confirmation and
 Assignment if necessary to avoid a provision being deemed invalid or inoperative with
 the aim of preserving the intention of the parties as reflected herein. In the event that
 a particular provision of this Confirmation and Assignment is deemed invalid or

unenforceable by a court or other authority, the court may deem that provision to be deleted from this Assignment without affecting the validity of the remaining provisions. Thereafter, at any time when MPM requests, Assignor and MPM will promptly and in good faith negotiate an equitable adjustment to any such impacted provisions of this Assignment with the view to achieving, to the greatest extent possible, the original purpose and intent of this Assignment.

- the Assignor's heirs, executors, administrators, and/or successors. The Assignor represents that he did not owe any legal obligation of assignment of any part of the Patent Assets to a spouse (through marriage or common law) or civil union partner or was part of any other relationship at the time of the inventions embodied in the Patent Assets that, to Assignor's knowledge, would reasonably allow another person to claim ownership of or any other rights in part or all of the rights assigned by such Assignor to MPM herein or in any prior assignment of rights in the Patent Assets.
- 11. Individual Responsibility. Regardless of whether one or more individuals are named inventor(s) on a given application along with the Assignor, the Assignor hereby acknowledges and agrees that he is and will be individually responsible and liable for the obligations, representations, and undertakings he has agreed to in this Confirmation and Assignment to the full extent that they may apply to such Assignor.

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Page 6 of 8

The Assignors hereby acknowledge and agree to the terms of this Confirmation
and Assignment:
William C. Zolentroff
Date: 501-19,2019
United States of America)
State of
County of
On this /9 day of
The undersigned is duly authorized to execute this document on behalf of
MPM, and hereby accepts the present assignment of Patent Assets under this
Confirmation and Assignment; acknowledges the prior acceptance of all prior
assignments of Patent Assets to MPM; and further agrees to those terms and
conditions of this Confirmation and Assignment that impose obligations on MPM:
Molecular Product Management LLC
2 And Ple
Kay McFadden, Chief Operating Officer
Date: Sylvabe 19, 2018

United States of	^r America)		
State of	New York) ss.:		
County of	Mess York			
On this	day of	Sydensor	2018	, before me
personally came				n to be the individual
described in and of the same.	i who executed the	roregoing instrur	nent, and act	cnowledged execution
		(Notary 4	Tupilic //	JiMMY MA NOVERY Public, State of New York Nov. Or MAN 19077 Granifaction New York County Commission Excites Swel 20, 2020