

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6673007

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KERADERM S.A.S.	12/01/2020
RECEIVING PARTY DATA		
Name:	BIOLAB SCIENCES, INC.	
Street Address:	13825 N. NORTHSIGHT BLVD	
Internal Address:	SUITE 101	
City:	SCOTTSDALE	
State/Country:	ARIZONA	
Postal Code:	85260	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9222076
CORRESPONDENCE DATA		
Fax Number:	(602)900-1840	
<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:	602-900-8016	
Email:	dboyd@dlbiplaw.com	
Correspondent Name:	DAMON L. BOYD	
Address Line 1:	7000 N. 16TH ST. STE 120-511	
Address Line 4:	PHOENIX, ARIZONA 85020	
ATTORNEY DOCKET NUMBER:	20500.00100	
NAME OF SUBMITTER:	DAMON L. BOYD	
SIGNATURE:	/Damon L. Boyd/	
DATE SIGNED:	04/23/2021	
Total Attachments: 6		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**IP Assignment**”) is made and entered into as of December 1, 2020 (the “**Effective Date**”), by and between BIOLAB SCIENCES, INC., a Delaware corporation (“**Buyer**”), and KERADERM S.A.S., a Colombian corporation (“**Seller**”). For purposes of this Agreement, Buyer and Seller are sometimes individually referred to as a “**Party**” and, collectively, as the “**Parties**.”

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in, to, and under all of the intangible assets and intellectual property which relate to, or are used in connection with, the Business (collectively, the “**Assigned Assets**”), including, without limitation, the following: (a) those assets listed on **Schedule 1** attached to this Agreement and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof; (b) all rights of any kind whatsoever of Seller accruing under any of the Assigned Assets provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Assets; and (d) any and all claims and causes of action with respect to any of the Assigned Assets, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the Effective Date, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Assets to Buyer, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** This Agreement is executed and delivered in accordance with and is subject to all of the terms and conditions of that certain Asset Assignment Agreement, dated as of December 1, 2020 (the “**Purchase Agreement**”), between the Parties. Nothing contained in this IP Assignment will be deemed to supersede, enlarge on, or modify any of the obligations, agreements, covenants, or warranties of Seller or Buyer contained in the Purchase Agreement. All capitalized terms used in this IP Assignment and not otherwise defined will have the meanings ascribed to such terms in the Purchase Agreement.

4. **Counterparts.** This IP Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature, *e.g.*,

www.docusign.com), or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. **Governing Law.** This IP Assignment and all questions relating to their validity, interpretation, performance, and enforcement will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Arizona, notwithstanding any Arizona or other conflict-of-law provisions to the contrary.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this IP Assignment to be effective as of the Effective Date.

KERADERM:

KERADERM S.A.S., a Colombian corporation

By:  DocuSigned by:
3826E7093374435...
Rodrigo Foción Soto Pareja, Manager

BIOLAB:

BIOLAB SCIENCES, INC., a Delaware corporation

By:  DocuSigned by:
3AD174F224BF4DE...
Robert Maguire, Chief Executive Officer

[SIGNATURE PAGE OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

Intellectual Property Assignment [Keraderm]

PATENT
REEL: 056020 FRAME: 0478

SCHEDULE 1.1**ASSIGNED ASSETS**

The Assigned Assets include, without limitation, those assets of Seller listed below:

A. Intangible Property. All intangible property of Seller in any manner related to the Assets or the Business;

B. Contractual Rights. Any and all rights of Seller in any manner related to the ownership, possession, lease, or use of the Assets, including all Contracts relating thereto; and

C. Intellectual Property. All Intellectual Property of Seller or in any manner related to the ownership, possession, operation, or use of the Assets or the Business and all licenses or similar agreements to which Seller is a party, either as licensee or licensor, relating to Trademarks, Patents, Copyrights, Trade Secrets, or other proprietary rights (collectively, the "**Licenses**"), including, without limitation, the following Patents and Patent Applications:

1. COLOMBIA:

Application number:	12-229.259
Title holder:	Rodrigo Foción SOTO PAREJA
Our Ref:	COLOMBIA
Filing date:	December 18, 2012.
Certificate number:	6454
Current status:	Granted
Grant date:	May 21, 2010
Expiration date:	May 21, 2030
Annuities payment:	Seventh (2016-2017)
	Eighth (2017-2018)
	Ninth (2019-2020)
	Tenth (2020-2021)

2. BRAZIL:

Application number:	11 2012 029546 2.
Title holder:	Rodrigo Foción SOTO PAREJA
Our Ref:	PRODUÇÃO DE PATCH
Filing date:	November 21, 2012
Current status:	Under Patentability examination
Annuities payment:	Fourth (2013-2014)
	Fifth (2014-2015)
	Sixth (2015-2016)
	Seventh (2016-2017)
	Eighth (2017-2018)
	Ninth (2018-2019)
	Tenth (2019-2020)

3. CHILE:

Application number: 2012-3244
Title holder: Rodrigo Foción SOTO PAREJA
Our Ref: 5077
Filing date: November 21, 2012
Current status: Granted
Grant date: May 21, 2010
Expiration date: May 21, 2030
Annuities payment: Tenth (2019-2020)

4. CHINA:

Application number: 201080067724.8
Title holder: Rodrigo Foción SOTO PAREJA
ZAMBRANO BURGL, Juan Carlos
GAONA SILVA, Jennifer Cristina
Our Ref: IP1244638P
Filing date: December 25, 2012
Certificate number: ZL 201080067724.8
Current status: Granted
Grant date: May 21, 2010
Expiration date: Mayo 21, 2030
Annuities payment: Seventh (2016-2017)
Eighth (2017-2018)
Ninth (2018-2019)
Tenth (2019-2020)

5. UNITED STATES OF AMERICA:

Application number: SERIAL NO. 13/699,203.
Title holder: Rodrigo Foción SOTO PAREJA
Our Ref: WMA0001US
Filing date: November 20, 2012
Patent number: 9,222,076
Current status: Granted
Grant date: May 21, 2010
Expiration date: May 21, 2030
Annuities payment: 2019 - 2023

6. INDIA:

Application number: 11032/DELNP/2012
Title holder: Rodrigo Foción SOTO PAREJA
Our Ref: CL-P-IN213
Filing date: December 19, 2012
Current status: Under Patentability examination

Schedule 1-2

7. MEXICO:

Application number: /A/2012/013500
Title holder: Rodrigo Foción SOTO PAREJA
Our Ref: 237430/JUO/YBV
Filing date: December 21, 2012
Certificate number: 339001
Current status: Granted
Grant date: May 21, 2010
Expiration date: May 21, 2030
Annuities payment: 2016 – 2020

8. EUROPEAN PATENT:

Application number: 10851687.3
Title holder: Rodrigo Foción SOTO PAREJA
ZAMBRANO BURGL, Juan Carlos
GAONA SILVA, Jennifer Cristina
Our Ref: EUROPE
Filing date: December 19, 2012
Current status: Granted
Annuities payment: Fifth (2014-2015)
Sixth (2015-2016)
Seventh (2016-2017)
Eighth (2017-2018)
Patent validation: Germany, Belgium, The Netherlands, Spain, Switzerland,
France, England, Ireland, Portugal and Turkey

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