

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6812432

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRESH CUT DEVELOPMENT, LLC	12/29/2020
RECEIVING PARTY DATA	
Name:	BENUVIA THERAPEUTICS, LLC
Street Address:	444 S ELLIS ST.
City:	CHANDLER
State/Country:	ARIZONA
Postal Code:	85224
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14923630
Application Number:	15246343
Application Number:	15336547
Application Number:	15887655
CORRESPONDENCE DATA	
Fax Number:	
<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:	6175019560
Email:	marie@kwlaw.co
Correspondent Name:	MARIE AUCOIN
Address Line 1:	6122 N 7TH ST
Address Line 2:	SUITE D
Address Line 4:	PHOENIX, ARIZONA 85014
ATTORNEY DOCKET NUMBER:	9800-01400,01500,01517
NAME OF SUBMITTER:	MARIE AUCOIN
SIGNATURE:	/Marie Aucoin/
DATE SIGNED:	07/14/2021
Total Attachments: 10	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of December 29, 2020 (“**Effective Date**”), is entered into by and between Fresh Cut Development, LLC., a limited liability company organized and existing under the laws of Delaware (“**Assignor**”), and Benuvia Therapeutics, LLC, a limited liability company organized and existing under the laws of Delaware (“**Assignee**”). Assignor and Assignee are individually referred to as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignor desires to sell to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s intellectual property rights as set forth within the **Schedule A** hereto (the “**IP Rights**”);

WHEREAS, Assignor hereby desires to deliver, sell and transfer to Assignee its entire worldwide rights, titles and interests in, to and under the IP Rights; and

WHEREAS, Assignee desires to purchase, acquire and accept the IP Rights from Assignor.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably conveys, assigns and transfers to Assignee, its entire worldwide rights, titles and interests in, to and under the IP Rights, free and clear of all liens, claims, encumbrances, or other interests, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as the assignee of all such respective entire rights, titles and interests therein, including, without limitation, all rights in and to all fees, income, royalties, accountings, damages and payments now or hereafter due or payable with respect thereto, any and all claims and causes of action (whether in law or in equity) with respect thereto, and the right to enforce, bring lawsuits, counterclaims, and to recover for past, present and future infringements, misappropriation, dilution or other violation of the IP Rights and other intellectual property rights assigned or to be assigned under this Assignment.

2. This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and permitted assigns. It is understood that any finding of invalidity or unenforceability of one assignment as effected hereby shall not affect the assignment of other Assigned IP. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to the choice of law principles thereof) and the intellectual property laws of the United States of America without giving effect to any law that would result in the application of a different body of law than as set forth in this Section 2.

3. Upon reasonable request by Assignee, Assignor will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of

the IP Rights set forth herein, and to vest and perfect in Assignee such rights, titles, and interests in and to the IP Rights as sold, assigned, and transferred to Assignee hereunder.

4. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire rights, titles, and interests in, to and under the IP Rights.

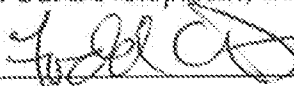
5. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or change is sought to be enforced.

6. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto, it being understood and agreed that all Parties hereto need not sign the same counterpart. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

As Assignor:

Fresh Cut Development, LLC.

By:  _____

Name: Todd C. Davis
Title: Manager

As Assignee:

Benuvia Therapeutics, LLC

By:  _____

Name: Todd C. Davis
Title: Executive Chairman

SCHEDULE A - IP RIGHTS

ASSIGNED PATENTS

APPLICATION NO.	PUBLICATION NO.	PATENT NO.	COUNTRY	FILING DATE	TITLE
SYNDROS® IP					
60/963,987	N/A	N/A	United States	8/6/2007	LIQUID CANNABINOID FORMULATIONS
12/222,541	20090181080		United States	8/6/2008	ORAL CANNABINOID FORMULATIONS
13/222,989	20110306660	8,222,292	United States	8/31/2011	ORAL CANNABINOID FORMULATIONS
15/132,896	20140100269	9,345,771	United States	10/4/2012	ORAL CANNABINOID FORMULATIONS
16/282,817	20160228405	10,265,293	United States	4/19/2016	METHODS OF STABILIZING DRONABINOL
62/615,488	20190192428		United States	2/22/2019	METHODS OF STABILIZING DRONABINOL
16/242,098			United States	1/10/2018	METHODS OF STABILIZING DRONABINOL
PCT/US2019/012601	20190209517	N/A	International	1/8/2019	METHODS OF STABILIZING DRONABINOL
CA 3086158			Canada	1/8/2019	METHODS OF STABILIZING DRONABINOL
EP 19738084	EP 3737371		Europe	1/8/2019	METHODS OF STABILIZING DRONABINOL

APPLICATION NO.	PUBLICATION NO.	PATENT NO.	COUNTRY	FILING DATE	TITLE
SILDENAFIL IP					
61/901,829	N/A	N/A	United States	11/8/2013	SILDENAFIL SUBLINGUAL SPRAY FORMULATION
61/983,707	N/A	N/A	United States	4/24/2014	SILDENAFIL SUBLINGUAL SPRAY FORMULATION
14/536,057	US 20150133459	9,370,518	United States	11/7/2014	SILDENAFIL SUBLINGUAL SPRAY FORMULATION
PCT/US14/64605	WO/2015/070049	N/A	International	11/7/2014	SILDENAFIL SUBLINGUAL SPRAY FORMULATION
62/142,746	N/A	N/A	United States	4/10/2016	SILDENAFIL SUBLINGUAL SPRAY FORMULATION
15/089,490	US 20160287593	9,662,334	United States	4/2/2016	SILDENAFIL SUBLINGUAL SPRAY FORMULATION
15/488,660	US 20170216196	10,111,833	United States	4/17/2017	SILDENAFIL SUBLINGUAL SPRAY FORMULATION
PCT/US16/25770	WO 2016/161397		International	4/2/2016	SILDENAFIL SUBLINGUAL SPRAY FORMULATION
2981615	CA 2,981,615		Canada	10/3/2017	SILDENAFIL SUBLINGUAL SPRAY FORMULATION
16774386	EP 3277283		Europe	10/3/2017	SILDENAFIL SUBLINGUAL SPRAY FORMULATION
CN201680031773	CN 108367010		China	10/3/2017	SILDENAFIL SUBLINGUAL SPRAY FORMULATION

PATENT

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APPLICATION NO.	PUBLICATION NO.	PATENT NO.	COUNTRY	FILING DATE	TITLE
BUPRENORPHINE IP					
61/875,837	N/A	N/A	United States	9/10/2013	Sublingual Buprenorphine Spray
14/469,063	US 20150071971	9,216,175	United States	8/26/2014	Sublingual Buprenorphine Spray
PCT/US14/52699	WO 2015/038227	N/A	International	8/26/2014	Sublingual Buprenorphine Spray
2923811	CA 2,923,811		Canada	8/26/2014	Sublingual Buprenorphine Spray
14843903	EP 3043777	3043777	Europe	8/26/2014	Sublingual Buprenorphine Spray
2016541991	JP2016529328		Japan	8/26/2014	Sublingual Buprenorphine Spray
14/923,630	US 20160045430	9,839,611	United States	10/27/2015	Sublingual Buprenorphine Spray
PCT/US2016/059186	WO/2017/075256	N/A	International	10/27/2016	Liquid Buprenorphine Formulations
3003293	CA 3003293		Canada	10/27/2016	Liquid Buprenorphine Formulations
201680074528	CN 108463214A		China	10/27/2016	Liquid Buprenorphine Formulations
16860815	EP3368013		Europe	11/27/2016	Liquid Buprenorphine Formulations
2018521570	JP2018531964		Japan	11/27/2016	Liquid Buprenorphine Formulations
15/246,343	US 20160361307	9,867,818	United States	8/24/2016	Sublingual Buprenorphine Spray
15/336,547	US 20170042884	9,918,981	United States	10/27/2016	Sublingual Buprenorphine Spray
15/887,655	US 20180153795		United States	2/2/2018	Liquid Buprenorphine Formulations

APPLICATION NO.	PUBLICATION NO.	PATENT NO.	COUNTRY	FILING DATE	TITLE
ONDANSETRON IP					
61/904,236	N/A	N/A	United States	11/14/2013	Ondansetron sublingual spray formulation
14/541,439	US 20150133517	9,566,233	United States	11/14/2014	Ondansetron sublingual spray formulation
15/391,233			United States	12/27/2016	Ondansetron sublingual spray formulation
62/203,409	N/A	N/A	United States	8/11/2015	Sublingual Ondansetron Spray
62/342,286	N/A	N/A	United States	5/27/2016	Sublingual Ondansetron Spray
15/230,633	US 20170042861	10,172,833	United States	8/8/2016	Sublingual Ondansetron Spray
PCT/US17/44870	WO 2018/031292	N/A	International	8/1/2017	Sublingual Ondansetron Spray


APPLICATION NO.	PUBLICATION NO.	PATENT NO.	COUNTRY	FILING DATE	TITLE
DICLOFENAC IP					
62/022,049	N/A	N/A	United States	7/8/2014	DICLOFENAC ORAL FORMULATIONS
14/791,567 Priority to 62/022,049	US 20160008306	9,855,234	United States	7/6/2015	DICLOFENAC SUBLINGUAL SPRAY
PCT/US15/39277 Priority to 62/022,049	WO 2016/007446	N/A	International	7/7/2015	DICLOFENAC SUBLINGUAL SPRAY
2954392 Priority to	CA 2954392		Canada	1/5/2017	DICLOFENAC SUBLINGUAL SPRAY
PCT/US15/39277 15818255 Priority to	EP 3166601		Europe	7/7/2015	DICLOFENAC SUBLINGUAL SPRAY
PCT/US15/39277 2017500951 Priority to	JP 2017520592		Japan	1/6/2017	DICLOFENAC SUBLINGUAL SPRAY
PCT/US15/39277					

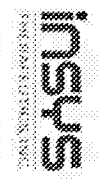
APPLICATION NO.	PUBLICATION NO.	PATENT NO.	COUNTRY	FILING DATE	TITLE
RIZATRIPTAN IP					
62/620,055	N/A	N/A	United States	1/22/2018	LIQUID RIZATRIPTAN COMPOSITIONS
16/251,545 Priority to 62/620,055	US 20190224171		United States	1/8/2019	LIQUID RIZATRIPTAN COMPOSITIONS
PCT/US2019/014177 Priority to 62/620,055	WO 2019/143925	N/A	International	1/8/2019	LIQUID RIZATRIPTAN COMPOSITIONS

APPLICATION NO.	PUBLICATION NO.	PATENT NO.	COUNTRY	FILING DATE	TITLE
ROOM-TEMPERATURE DRONABINOL IP					
11/299,183 Priority to 60/634,474	US 20060160888	8,628,796	United States	12/9/2005	ROOM-TEMPERATURE STABLE DRONABINOL FORMULATIONS

APPLICATION NO.	PUBLICATION NO.	PATENT NO.	COUNTRY	FILING DATE	TITLE
11/196,123 Priority to PCT/US04/03157	US 20060029658	8,298,573	United States	8/3/2005	STABLE STERILE FILTERABLE LIPOSOMAL ENCAPSULATED TAXANE AND OTHER ANTINEOPLASTIC DRUGS

ASSIGNED TRADEMARKS

TRADEMARK	APPLICATION FILING DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	GOODS AND SERVICES
BENUVIA MANUFACTURING	2/12/2020	88794422			Pharmaceutical and therapeutic drug development services; Pharmaceutical and therapeutic drug research and development
BENUVIA™	11/13/2019	88691203			
BENUVIA	11/13/2019	88691207			
THERAPEUTICS INC.™	8/7/2014	86360360	5286618	9/12/2017	Pharmaceutical preparation for the treatment of anorexia associated with weight loss in patients with acquired immunodeficiency syndrome, and nausea and vomiting associated with cancer chemotherapy.
SYNDROS®					
SYNDROS	2/3/2015	13706049	EU IPO Reg. No. 013706049	6/30/2015	
SYNDROS	2/5/2015	51348/2015	Switzerland Reg. No. 675443	7/9/2015	
SYNDROS CARES®	8/8/2017	87559892	5417454	3/6/2018	Charitable services, namely, patient assistance program to provide drugs free of charge to low-income patients without prescription drug coverage.
	5/23/2019	88443040			Providing an internet website portal featuring information on pharmaceutical products.
INSYS	3/13/2015	86563467	4834544	11/17/2015	Full line of pharmaceutical products for the treatment of patients associated with the patient's treatment for cancer or aids

TRADEMARK	APPLICATION FILING DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	GOODS AND SERVICES
Insys	2/22/2011	85248485	4041151	10/18/2011	Pharmaceutical and therapeutic drug development services; Pharmaceutical and therapeutic drug research and development
	8/16/2007	77257468	3635985	6/9/2009	Pharmaceutical and therapeutic drug development services; Pharmaceutical and therapeutic drug research and development

PATENT