

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6830079

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KV1.3 THERAPEUTICS, INC.	03/17/2021
RECEIVING PARTY DATA	
Name:	TEKV THERAPEUTICS, LLC
Street Address:	150 E BROAD ST
Internal Address:	SUITE 800
City:	COLUMBUS
State/Country:	OHIO
Postal Code:	43215
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14907102
CORRESPONDENCE DATA	
Fax Number:	(617)345-3299
<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:	617-345-3000
Email:	mcallahan@burnslev.com,docketing@burnslev.com,dmcgrath@burnslev.com
Correspondent Name:	BURNS & LEVINSON LLP
Address Line 1:	125 HIGH STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	57528-00000
NAME OF SUBMITTER:	DANIEL MCGRATH
SIGNATURE:	/Daniel McGrath/
DATE SIGNED:	07/23/2021
Total Attachments: 7	
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ASSIGNMENT AND GENERAL RELEASE

This Assignment and General Release (the "**Agreement**") is entered into as of March 17, 2021, by and between Kvl.3 Therapeutics, Inc., a Washington corporation (the "**Assignor**"), and TEKv Therapeutics, L.L.C. and Ohio limited liability company (the "**Assignee**").

1. **Assignment.** Assignor hereby assigns, transfers, conveys, grants, releases and delivers to Assignee all of Assignor's right, title, and interest, to the extent it can legally do so, in and to the following U.S. Patents (the "Subject Patents"):

US App. No.	Filing Date	Title	US Patent No.	Issue Date	Status
11/124,669	6/5/2012	SHK-Based Pharmaceutical Compositions and Methods of Manufacturing and Using Same	9,381,261 B2	6/5/2016	Expired
14/836,700	8/26/2015	SHK-Based Pharmaceutical Compositions and Methods of Manufacturing and Using Same	9,878,058 B2	1/30/2018	Issued
11/907,102	7/22/2014	Ophthalmic Uses of Toxin-Based Therapeutic Peptides and Pharmaceutical Compositions Thereof	9,937,230 B2	4/10/2018	Issued
15/049,353	2/22/2016	Treatment of Obesity and Obesity Related Disorders by Pharmacological Targeting of KVL3 Potassium Channels	9,878,006 B2	1/30/2018	Issued

Assignor shall execute the Patent Assignment in the form of attached Exhibit C suitable for recording with the United States Patent and Trademark Office. Assignee shall be responsible for all costs and expenses related to the Subject Patents, including without limitation filing, prosecution, and maintenance fees.

2. **Consideration; Release.** As consideration for the assignment by Assignor, and the assumption by Assignee, of the Subject Patents, Assignee hereby unconditionally, irrevocably and absolutely, forever and fully releases, acquits, and discharges Assignor, its directors, officers, shareholders, employees, inventors, agents, affiliates, subsidiaries, and successors and assigns (the "Released Parties"), to the fullest extent permitted by law, from all claims, demands, damages, liabilities, debts, obligations, actions, or causes of action of every kind and nature, known and unknown, real or potential, existing, claimed to exist, or which may exist in the future that arise out of or relate to the Subject Patents and any fact, event, act, transaction, or omission existing or occurring prior to the date of this Agreement in connection with the Subject Patents. This release is intended to have the broadest possible application, and includes, without limitation, any tort, contract, common law, constitutional or other statutory claims, arising under state, federal or local law, and all claims for attorneys' fees, costs and expenses. Assignee expressly and specifically

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represents, warrants, and agrees that (i) Assignee understands that it is releasing potentially unknown claims; (ii) these releases are fairly and knowingly made; and (iii) Assignee is aware that it may have limited knowledge with respect to certain of the released claims. Assignee acknowledges and agrees that it intends this Agreement to be complete and not subject to any claim of mistake, and that the release herein expresses a full and complete release of all claims known and unknown, suspected or unsuspected and, regardless of the adequacy or inadequacy of the consideration, Assignee intends the release herein to be final and complete. Assignee executes this release with the full knowledge that this release covers all possible claims against the Released Parties, to the fullest extent permitted by law. Notwithstanding any of the provisions of this instrument, this release, and the indemnification below, shall not apply to Assignor's obligations under paragraph 1 above.

3. **Disclaimer of Warranties.** EXCEPT AS PROVIDED IN PARAGRAPH 1, THE SUBJECT PATENTS ARE ASSIGNED AND ASSUMED "AS IS," AND ASSIGNOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SUBJECT PATENTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ASSIGNEE ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY ASSIGNOR, OR ANY OTHER PERSON ON ASSIGNOR'S BEHALF, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT.

4. **Assumption of Risk.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNEE ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE ASSUMPTION OR USE OF THE SUBJECT PATENTS AND ANY PRODUCTS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY ASSIGNOR, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE SUBJECT PATENTS AND ANY OF THE FOREGOING.

5. **Indemnification.** Assignee (the "Indemnifying Party") shall indemnify, defend and hold harmless Assignor and the other Released Parties (collectively, for the purposes of this Section 6 the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, expenses and costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "Losses"), relating to or arising out any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law, in equity or otherwise of a third party alleging any fault, liability, breach or other act or omission of the Indemnified Parties arising out of or related to the Subject Patents.

6. **Notices.** All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall in writing mailed or delivered to each party at the address set forth on the signature page hereto or at such other address as a party shall have delivered to the other party in writing in accordance with this section. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being deposited with an overnight courier service of recognized standing, or (iv) four days after being sent by U.S. certified mail return receipt requested.

7. **Successors and Assigns.** This Agreement extends to and inures to the benefit of the Assignor and any parent and subsidiary entities, divisions and affiliated entities, past and present, as well as all of Assignor's officers, directors, shareholders, agents, employees, representatives, partners, agents, attorneys, accountants, insurers, parents, subsidiaries, affiliates, predecessors, successors, transferees, assignees, spouses, and marital communities. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, survivors, legatees, executors, personal representatives, receivers, trustees, insurers, spouses, marital communities, successors, subrogees, transferees, and assignees. Assignor acknowledges and agrees that the indemnification obligations under this Assignment and General Release apply only to Assignee and not to individual shareholders, partners, or members of Assignee, unless the Assignee is dissolved and/or no longer exists and the aforesaid persons assume such responsibility.

8. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

9. **Counsel.** Assignor and Assignee have had an opportunity to consult with their respective independent counsel regarding the meaning and consequences of this Agreement and each of its terms. The undersigned representatives of Assignor and Assignee have all corporate power and authority to enter into this Agreement.

10. **Governing Law; Venue.** The laws of the State of Washington govern this Agreement without giving effect to principles or provisions related to conflicts of laws or choice of laws. The federal and state courts located in the Seattle, Washington have exclusive jurisdiction over any suits or proceedings relating in any way to this Agreement. The parties irrevocably consent to the personal jurisdiction of the federal and state courts located in Seattle, Washington, and irrevocably waive any claims of forum non conveniens and any other claim that the federal and state courts located in Seattle, Washington, constitute an inconvenient forum or improper venue.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date shown above.

[Signature page follows]

ASSIGNOR:


KVLY THERAPEUTICS, INC.

By:

Name:

Title:

Address:


Craig W Philip
President

219 Terry Ave N
Seattle WA 98109

ASSIGNEE:

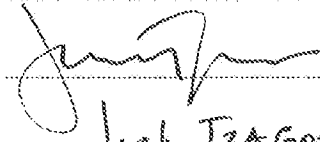
TEKY THERAPEUTICS, LLC

By:

Name:

Title:

Address:


Jack Tzaganis
MANAGING MEMBER

150 E. BROAD ST
SUITE 800
COLUMBUS OH 43215

Exhibit C

5.

PATENT ASSIGNMENT

THIS ASSIGNMENT is made by KvL 3 Therapeutics, Inc., a Washington corporation (hereinafter referred to as "Assignor");

WHEREAS, Assignor has an ownership interest in the following U.S. patents (hereinafter referred to as the "U.S. Patents"):

US App. No.	Filing Date	Title	US Patent No.	Issue Date	Status
14 124,669	6/5/2012	SHK-Based Pharmaceutical Compositions and Methods of Manufacturing and Using Same	9,381,261 B2	6/5/2016	Expired
14 836,700	8/26/2015	SHK-Based Pharmaceutical Compositions and Methods of Manufacturing and Using Same	9,878,058 B2	1/30/2018	Issued
14 907,102	7/22/2014	Ophthalmic Uses of Toxin-Based Therapeutic Peptides and Pharmaceutical Compositions Thereof	9,937,230 B2	4/10/2018	Issued
15 019,353	2/22/2016	Treatment of Obesity and Obesity Related Disorders by Pharmacological Targeting of KvL3 Potassium Channels	9,878,006 B2	1/30/2018	Issued

WHEREAS, Assignor desires to assign its entire right, title, and interest in the Intellectual Property, including any patent or patents to be obtained therefrom, to TEKv Therapeutics, LLC, an Ohio limited liability company (hereinafter referred to as "Assignee"):

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, hereby assigns and transfers to Assignee, Assignor's entire right, title, and interest in and to the U.S. Patents for the entire term of each U.S. Patent and any reissues or extensions and for the entire terms of any patents, reissues, or extensions that may issue from foreign applications, divisions, continuations in whole or part, or substitute applications filed claiming the benefit of any of the U.S. Patents. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and

exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

IN WITNESS WHEREOF, I have executed this document on the date next to my individual name.

ASSIGNOR:

KVL3 THERAPEUTICS, INC.

By:

Name: Craig Phillips

Title: President

Address: 219 Terry Ave N. Ste 300
Seattle, WA 98109

ASSIGNEE:

TEKV THERAPEUTICS, LLC

By:

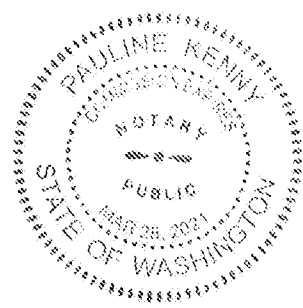
Name: Jack Tragos

Title: MANAGING MEMBER

Address: 150 E. Broad St
Suite 200
COLUMBUS OH 43215

STATE OF Washington
COUNTY OF King

This 17th day of March, 2021, before me, a Notary Public in and for the County aforesaid, personally appeared Craig Phillips, representative of Assignor, personally known to me (or proved to me on the basis of satisfactory evidence) and known to be the person described in and who executed the foregoing assignment and acknowledged the same to be his/her voluntary act and deed, and that he/she executed the same for uses and purposes therein set forth.



[Signature]
Notary Public