

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6950227

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CAP INNOVET, INC.	09/17/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FALCON NEW OPCO LLC	
<b>Street Address:</b>	620 LESHER PLACE	
<b>City:</b>	LANSING	
<b>State/Country:</b>	MICHIGAN	
<b>Postal Code:</b>	48912	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	62096361	
<b>Patent Number:</b>	10721930	
<b>Application Number:</b>	16855907	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	6166491920	
<b>Email:</b>	ccory@honigman.com	
<b>Correspondent Name:</b>	DOUGLAS H. SIEGEL	
<b>Address Line 1:</b>	650 TRADE CENTRE WAY	
<b>Address Line 2:</b>	SUITE 200	
<b>Address Line 4:</b>	KALAMAZOO, MICHIGAN 49002-0402	
<b>ATTORNEY DOCKET NUMBER:</b>	56739-485327	
<b>NAME OF SUBMITTER:</b>	DOUGLAS H. SIEGEL	
<b>SIGNATURE:</b>	/Douglas H. Siegel/	
<b>DATE SIGNED:</b>	10/04/2021	
<b>Total Attachments: 4</b>		
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source=Assignment - CAP Innovet to Falcon#page2.tif		
source=Assignment - CAP Innovet to Falcon#page3.tif		



## **PATENT ASSIGNMENT**

This PATENT ASSIGNMENT (“**Assignment**”) is effective as of September 17, 2021, between **CAP INNOVET, INC.**, a Delaware corporation, (hereinafter referred to as the “Assignor”), and **FALCON NEW OPCO LLC**, a Delaware limited liability company (hereinafter referred to as “Assignee”). Assignee and Assignor are referred to herein individually as a “**Party**” and collectively, as the “**Parties**”.

### **RECITALS:**

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement as of the date hereof whereby Assignor has agreed to sell the Parent Assets (as defined in the Agreement) to Assignee and Assignee has agreed to acquire the Parent Assets (the “**Agreement**”);

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Patents of Assignor associated with the Parent Assets as set forth below.

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, and other applicable governmental authorities, the transfer and assignment of the Patents by the Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Patents.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are used in connection with the Patents (as defined in the Agreement), including those items set forth on the attached **Appendix A**, along with its entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

2. **Rights.** The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Patents and all rights to sue for past, present or future infringement or other violation of the Patents, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to challenge any Patent or initiate re-examination, object to any use by Assignee of the Patents, or assist any third party in any of the foregoing.

3. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Patents assigned herein at Assignee's sole expenses.

4. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

5. **Conflict With Agreement.** This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.


8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

9. **Amendment.** This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Patent Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

[SIGNATURE PAGE TO PATENT ASSIGNMENT]


CAP INNOVET, INC.

A handwritten signature in dark ink, appearing to read 'John A. Tatum, III', is written over a horizontal line.

By: John A. Tatum, III

Title: President

FALCON NEW OP CO LLC

A handwritten signature in dark ink, appearing to read 'John A. Tatum, III', is written over a horizontal line.

By: John A. Tatum, III

Title: Sole Manager

**APPENDIX A**

<b>TITLE</b>	<b>APPLICATION NO.</b>	<b>FILING DATE</b>
Dermal Compositions	US 62/096,361	December 23, 2014
Dermal Compositions	US 14/809,030 (US 10,721,930)	July 24, 2015
Dermal Compositions	US 16/855,907	April 22, 2020