

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7031261

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	9269932 CANADA INC.	09/28/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HAVN LIFE SCIENCES INC.	
<b>Street Address:</b>	2200-885 WEST GEORGIA STREET	
<b>City:</b>	VANCOUVER, BRITISH COLUMBIA	
<b>State/Country:</b>	CANADA	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	9101580
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(416)361-1398	
<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>	416.364.7311	
<b>Email:</b>	slisowsky@bereskinparr.com	
<b>Correspondent Name:</b>	BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.	
<b>Address Line 1:</b>	40 KING STREET WEST	
<b>Address Line 2:</b>	40TH FLOOR	
<b>Address Line 4:</b>	TORONTO, ONTARIO, CANADA M5H 3Y2	
<b>ATTORNEY DOCKET NUMBER:</b>	29174-P41850US00	
<b>NAME OF SUBMITTER:</b>	PHILIP C. MENDES DA COSTA	
<b>SIGNATURE:</b>	/Philip C. Mendes da Costa/	
<b>DATE SIGNED:</b>	11/18/2021	
<b>Total Attachments: 4</b>		
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**INTELLECTUAL PROPERTY  
ASSIGNMENT AGREEMENT**

THIS AGREEMENT made the 28<sup>th</sup> day of September, 2021 (the “**Effective Date**”).

BETWEEN:

**HAVN LIFE SCIENCES INC.**, a corporation having a registered address at 2200-885 West Georgia Street, Vancouver, BC

(the “**Assignee**”)

AND:

**9269932 CANADA INC.**, a corporation having a registered address at 210-744 West Hastings Street, Vancouver, BC

(the “**Assignor**”)

WHEREAS:

- A. Assignor and Assignee are parties to an Asset Purchase Agreement dated September 21, 2021 (the “**Asset Purchase Agreement**”) pursuant to which the Assignor conveyed to the Assignee, the entire right, title and interest in, to and under the Purchased Assets, including, but not limited to, the patents and product licenses set out at Schedule “A”, and all of the Assignor's Intellectual Property rights therein.
- B. This assignment is delivered pursuant to and in connection with the Asset Purchase Agreement.
- C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

**NOW THEREFORE** in consideration of the mutual covenants contained herein and contained within the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **Assignment.** The Assignor irrevocably assigns, conveys and transfers to Assignee, its successors and assigns, its entire right, title and interest in and to the Purchased Assets, specifically the patents and product licenses set out at Schedule “A”, whether now existing or existing in the future, including all of its Intellectual Property rights relating to or associated with the Purchased Assets throughout the world.
- 2. **Waiver of Moral Rights.** The Assignor waives all moral rights (or other similar rights) which it has in the Intellectual Property rights relating to or associated with the Purchased Assets, specifically the patents and product licenses set out at Schedule “A”, whether now existing or existing in the future, in favor of Assignee and its successors and assigns.
- 3. **Further Assurances.** The Assignor hereby covenants and agrees, for itself and its successors, to do all such lawful acts and things and to execute and deliver without further consideration such further lawful assignments, documents, applications and other instruments as may reasonably be required by Assignee, its successors, assigns, or legal representatives, to secure Assignee's rights in the Purchased Assets, specifically the patents and product licenses set out at Schedule “A”,

whether now existing or existing in the future, including any rights the Assignor may have in the Intellectual Property relating to or associated with any of the foregoing.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.
6. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[Remainder of page intentionally left blank - signature page follows.]*

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the day and year first above written.

9269932 CANADA INC.

HAVN LIFE SCIENCES INC.

Per: Matthew Bennett  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

## **SCHEDULE A**

1. Patent No. 9,101,580 issued by the United States Patent and Trademark Office on August 11, 2015 to Bennett and Gus Peller in respect of an invention titled Compositions and Methods for Treating Traumatic Brain Injury (the "Invention");
2. Patent No. 2,799,127 issued by the Canadian Intellectual Property Office on May, 5, 2021 to Matthew Bennett and Gus Peller in respect of the Invention;
3. Product License (product no. 80089325) issued by Health Canada to Bennett's Choice in respect of the brand name "Brain Beast";
4. Product License (product no. 80089424) issued by Health Canada to Bennett's Choice in respect of the brand name "Brain Thrive";
5. Product License (product no. 80070075) issued by Health Canada to Bennett's Choice in respect of the brand names "Brain Evolve" and "Brain Dream"; and
6. Bennett's Choice customer list and purchase history.