

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7224481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHEMIC LABORATORIES, LLC	06/10/2021
RECEIVING PARTY DATA	
Name:	JSB PHARMA DEVELOPMENT, LLC
Street Address:	323 MANLEY STREET
City:	W. BRIDGEWATER
State/Country:	MASSACHUSETTS
Postal Code:	02379
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	17085182
Application Number:	63068577
Patent Number:	7863025
Patent Number:	8936922
Patent Number:	9090925
Patent Number:	9242923
Patent Number:	9315446
Patent Number:	9643912
CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
<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) 305-8070
Email:	us-patentbos@goodwinlaw.com, ggutierrez@goodwinlaw.com, shinheelee@goodwinlaw.com, bbinder@goodwinlaw.com
Correspondent Name:	GOODWIN PROCTER LLP
Address Line 1:	100 NORTHERN AVENUE
Address Line 2:	IP DOCKETING DEPT./7TH FL
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	CHE-014US2
NAME OF SUBMITTER:	GREGORY DANIEL GUTIERREZ

SIGNATURE:	/Gregory Daniel Gutierrez/
DATE SIGNED:	03/15/2022
Total Attachments: 10 source=Chemic (Compounds Business) IP Assignment (REDACTED)#page1.tif source=Chemic (Compounds Business) IP Assignment (REDACTED)#page2.tif source=Chemic (Compounds Business) IP Assignment (REDACTED)#page3.tif source=Chemic (Compounds Business) IP Assignment (REDACTED)#page4.tif source=Chemic (Compounds Business) IP Assignment (REDACTED)#page5.tif source=Chemic (Compounds Business) IP Assignment (REDACTED)#page6.tif source=Chemic (Compounds Business) IP Assignment (REDACTED)#page7.tif source=Chemic (Compounds Business) IP Assignment (REDACTED)#page8.tif source=Chemic (Compounds Business) IP Assignment (REDACTED)#page9.tif source=Chemic (Compounds Business) IP Assignment (REDACTED)#page10.tif	

JSB PHARMA DEVELOPMENT
BILL OF SALE AND INSTRUMENT OF ASSIGNMENT AND ASSUMPTION

This JSB Pharma Development Bill of Sale and Instrument of Assignment and Assumption dated as of June 10, 2021 (this "Instrument") is by and between JSB Pharma Development, LLC, a Delaware limited liability company ("Transferee") and a direct, wholly owned subsidiary of JSB Holdings, Inc., a Delaware corporation ("Parent"), and Chemic Laboratories, LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of Parent ("Transferor");

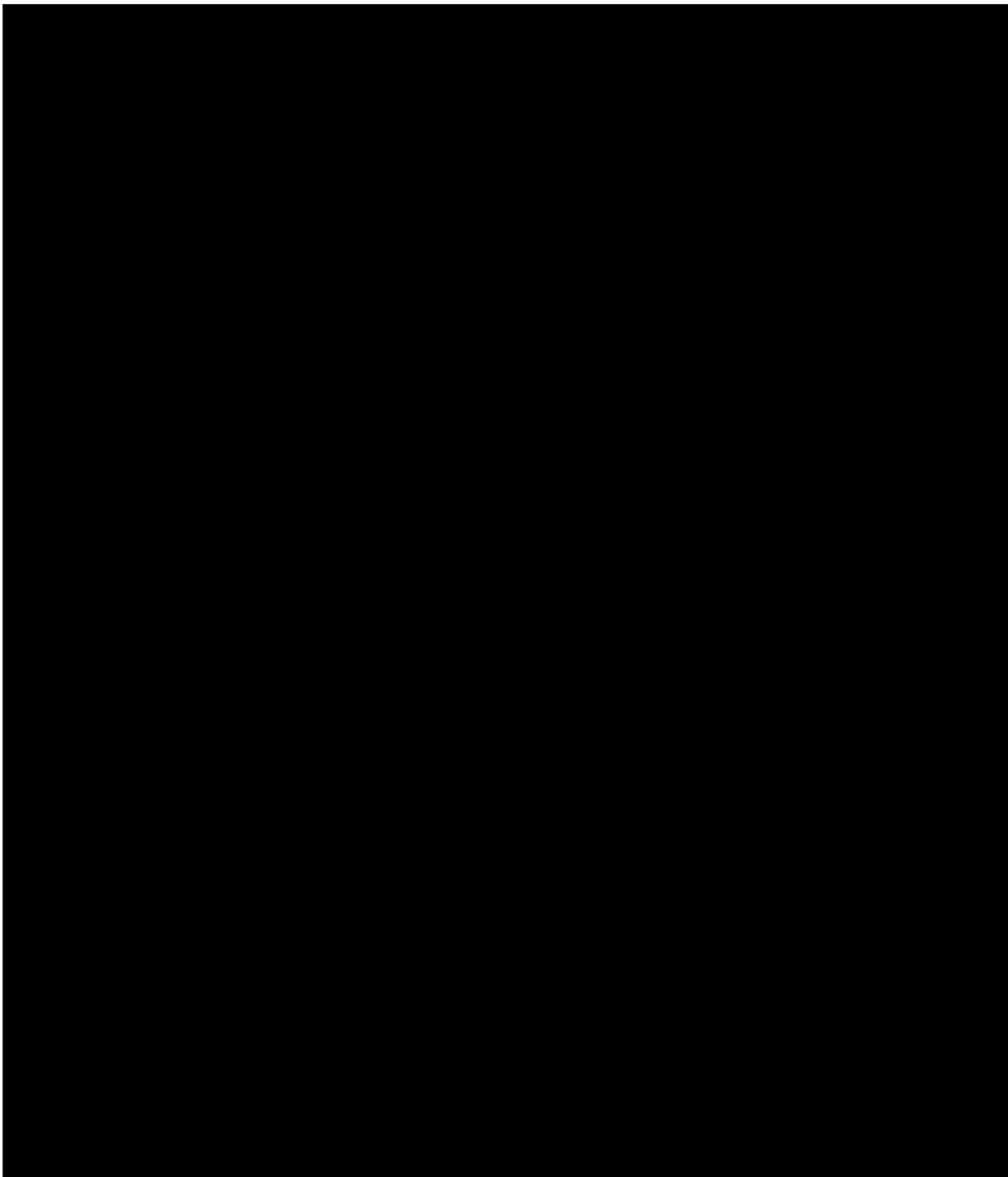
WHEREAS, Transferor conducts a business of the invention, research, development and commercialization of certain products and compounds (the "Compounds Business");

WHEREAS, Parent, Transferor and Transferee desire that Transferor transfer to Transferee all of the assets of the Compounds Business, and that Transferee assume all liabilities of the Compounds Business, upon the terms and subject to the conditions set forth in this Instrument;

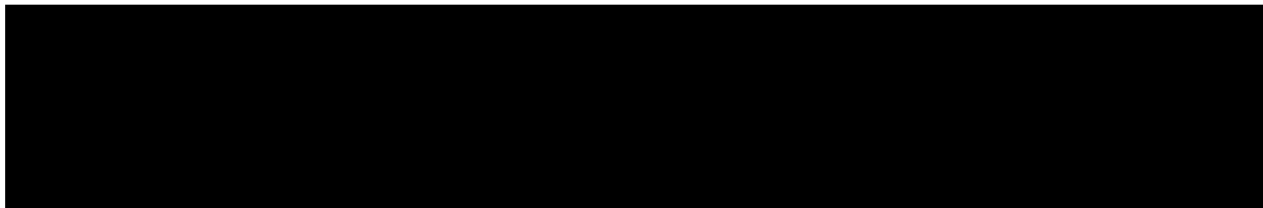
NOW, THEREFORE, for and in consideration of premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth in this Instrument, Transferor hereby transfers, assigns, conveys and delivers (or causes to be transferred, assigned, conveyed and delivered) to Transferee, and Transferee hereby accepts such transfer, assignment, conveyance and delivery from Transferor, free and clear of Encumbrances, all of Transferor's right, title and interest in and to the assets, properties and business owned or held by Transferor of every kind and description, wherever located, real, personal or mixed, tangible or intangible, that are either (i) used exclusively in, arise exclusively from, or relate exclusively to, the Compounds Business or the conduct of the Compounds Business or (ii) are identified on an Exhibit A to this Instrument (the "Transferred Assets"), and specifically including all right, title and interest of Transferor in, to and under the following:

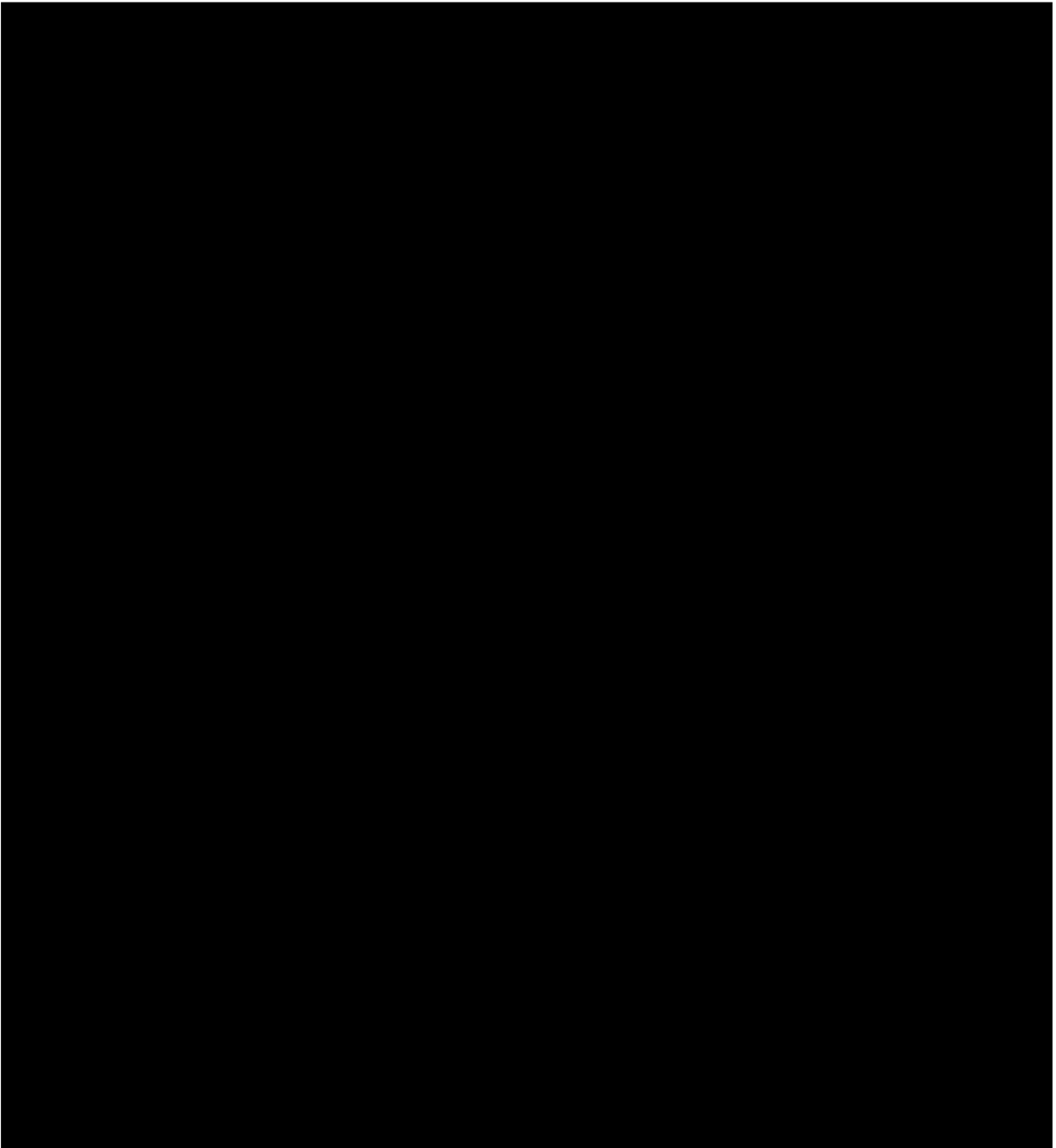


(e) all Intellectual Property Rights (as defined herein) exclusively relating to the Compounds or the Compounds Business, and all the Intellectual Property Rights listed on Exhibit A;

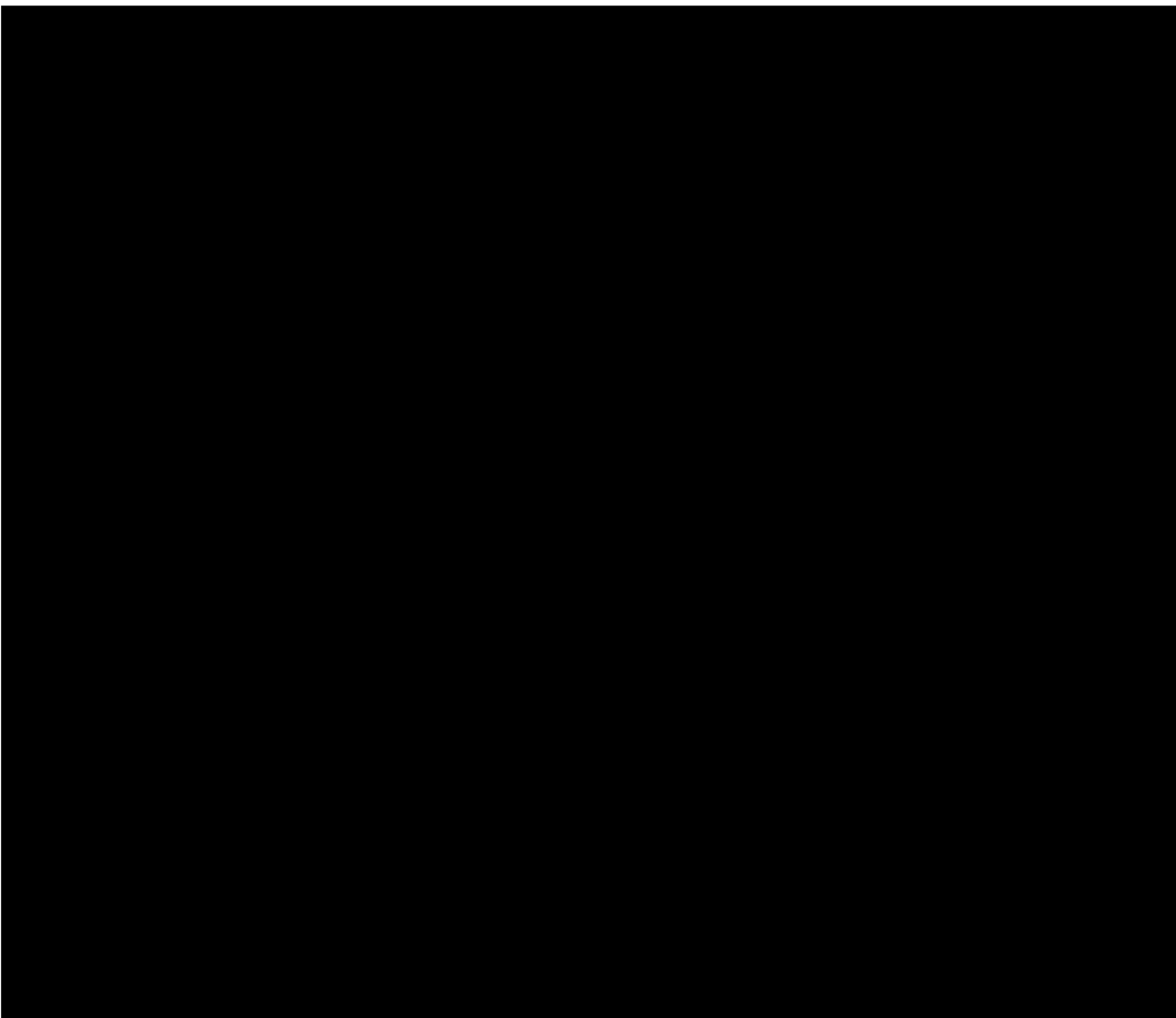


For purposes of this Instrument, the following terms shall have the meanings set forth below:





“Intellectual Property Rights” means all of the following, in any jurisdiction in the world and all rights therein and thereto: (i) patents, patent applications, patent disclosures and industrial designs (including utility models, designs and industrial property), registrations and applications for registration of industrial design rights, together with all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions of any of the foregoing; (ii) Internet domain names, trademarks, service marks, trade dress, trade names, logos, designs, social media accounts, corporate names and other similar designations of source, association or origin, and registrations and applications for registration for any of the foregoing together with all of the goodwill associated therewith; (iii) copyrights (registered or unregistered), works of authorship, and copyrightable works, and registrations, applications and renewals for registration for any of the foregoing; (iv) mask works and registrations and applications for registration thereof; (v) software (including in source code, executable code and object code form), data,



If at any time, Transferee shall reasonably consider it advisable that any further conveyance, agreements, documents, instruments and assurances of law or any other things are necessary or appropriate to vest, perfect, confirm or record in Transferee the title to any of the Transferred Assets, Transferor shall execute and deliver, upon Transferee's request and at Transferee's cost but for no additional consideration, any and all proper conveyances, agreements, documents, instruments and assurances of law, and do all things reasonably necessary or proper to vest, perfect, confirm or record title to the Transferred Assets and the Compounds Business in Transferee and otherwise to carry out the provisions of this Instrument.

The provisions of this Instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that no transfer or assignment will relieve the transferring or assigning party of its obligations under this Instrument.

This Instrument shall be construed in accordance with and governed by the law of the State of Delaware, without giving effect to the conflicts of law rules thereof that would result in the application of the laws of any other jurisdiction. Each party hereto agrees that it shall bring any action between the parties hereto arising out of or related to this Agreement exclusively in the United States District Court for the District of Delaware and the appellate courts having jurisdiction of appeals in such courts or, to the extent such federal courts do not have subject matter jurisdiction, the Superior Court of the State of

Delaware (collectively, the “Chosen Courts”), and, solely with respect to any such action (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action in the Chosen Courts, and (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, SUIT OR PROCEEDING ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY SEEKING EQUITABLE RELIEF).

This Instrument may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an “Electronic Delivery”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

* * * *

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and delivered by their respective authorized officers as of the date first above written.

JSB PHARMA DEVELOPMENT, LLC

By: 

Name: Joseph P. St. Laurent
Title: President

CHEMIC LABORATORIES, LLC

By: _____

Name: Scott A. Goodrich
Title: Secretary

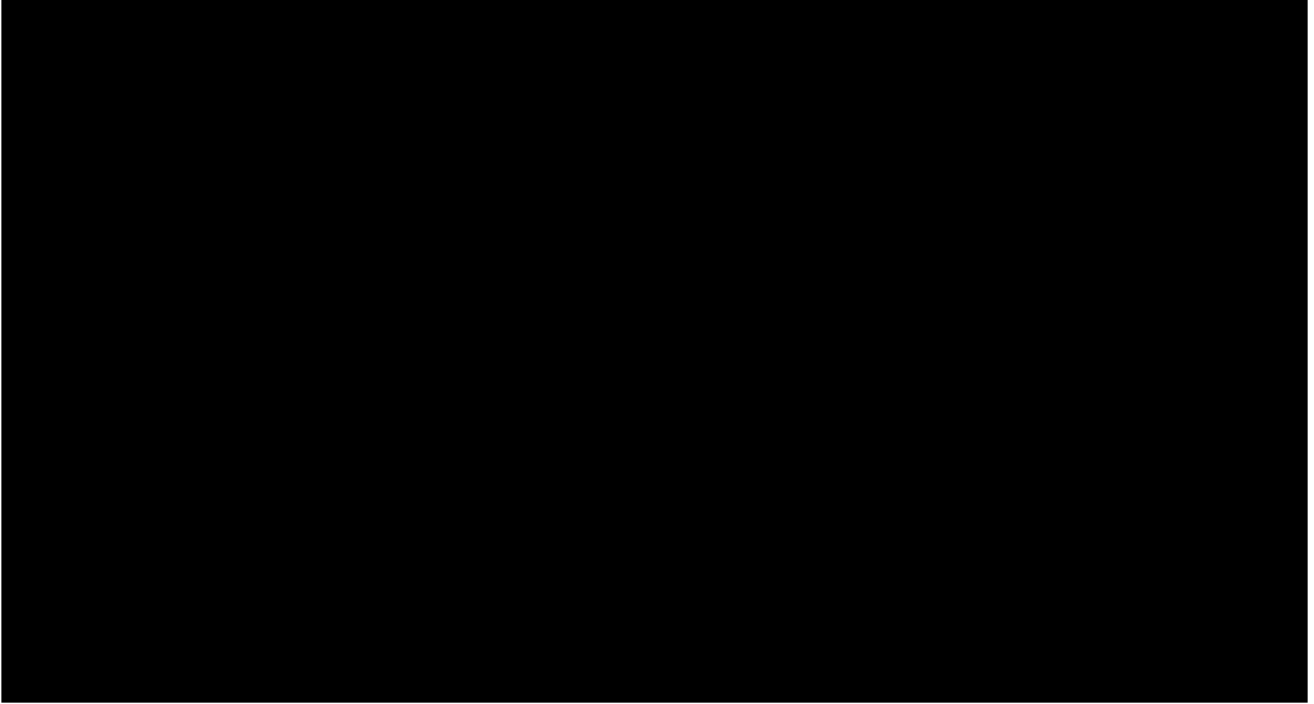
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JSB PHARMA DEVELOPMENT, LLC

By: _____
Name: Joseph P. St. Laurent
Title: President

CHEMIC LABORATORIES, LLC

By:  _____
Name: Scott A. Goodrich
Title: Secretary



(e) Intellectual Property Rights

1. See attached.

Docket Number	Country	Appln Status	Appln Number	Filing Date	Patent Number	Issue Date	Inventor/ Assignee Info	Application Title
CHE-000	CA	Registered	2582660	17-Oct-2005	2582660	12-Jul-2016	Gerald S. Jones, Jr., Joseph P. St. Laurent, and Scott A. Goodrich Assignee: CHEMILC LABORATORIES, INC.	SYNTHESIS OF FATTY ALCOHOL ESTERS OF ALPHA-HYDROXY CARBOXYLIC ACIDS AND THEIR USE AS PERCUTANEOUS ABSORPTION ENHANCERS
CHE-000	US	Registered	11/251738	17-Oct-2005	7863025 B2	04-Jan-2011	Gerald S. Jones, Jr., Joseph P. St. Laurent, and Scott A. Goodrich Assignee: CHEMILC LABORATORIES, INC.	SYNTHESIS OF FATTY ALCOHOL ESTERS OF ALPHA-HYDROXY CARBOXYLIC ACIDS AND THEIR USE AS PERCUTANEOUS ABSORPTION ENHANCERS
CHE-000	US	Registered	13/444087	11-Apr-2012	8936922	20-Jan-2015	Gerald S. Jones, Jr., Scott A. Goodrich and Joseph P. St. Laurent Assignee: CHEMILC LABORATORIES, INC.	SYNTHESIS OF FATTY ALCOHOL ESTERS OF ALPHA-HYDROXY CARBOXYLIC ACIDS AND THEIR USE AS PERCUTANEOUS ABSORPTION ENHANCERS
CHE-001	US	Registered	13/634170	11-Mar-2011	9242923	26-Jan-2016	Joseph P. St. Laurent, Scott A. Goodrich and Gerald S. Jones, Jr. Assignee: CHEMILC LABORATORIES, INC.	NOVEL COMPOSITIONS AND METHODS
CHE-004	US	Registered	13/523431	14-Jun-2012	9090925	28-Jul-2015	Gerald S. Jones, Jr., Joseph P. St. Laurent, and Scott A. Goodrich Assignee: CHEMILC LABORATORIES, INC.	SYNTHESIS OF (6S)-5,6,7,8-TETRAHYDROFOLIC ACID
CHE-009	US	Registered	13/823406	16-Sep-2011	9315446	19-Apr-2016	Joseph P. St. Laurent, Scott A. Goodrich and Gerald S. Jones, Jr. Assignee: CHEMILC LABORATORIES, INC.	FATTY ALCOHOL ESTERS OF HYDROXYCARBOXYLIC ACIDS
CHE-009	US	Registered	14/939422	12-Nov-2015	9643912	09-May-2017	Joseph P. St. Laurent, Scott A. Goodrich and Gerald S. Jones, Jr. Assignee: CHEMILC LABORATORIES, INC.	FATTY ALCOHOL ESTERS OF HYDROXYCARBOXYLIC ACIDS
CHE-011	US	Registered	14/417504	26-Jul-2013	9382251	05-Jul-2016	Gerald S. Jones, Jr., Joseph P. St. Laurent and Scott A. Goodrich Assignee: CHEMILC LABORATORIES INC.	COMPOSITIONS COMPRISING FOLIC ACID DERIVATIVES, THEIR PREPARATIONS AND METHODS OF USE

CHE-011	US	Registered	15/173164	03-Jun-2016	9938280	10-Apr-2018	Gerald S. Jones, Jr. Joseph P. St. Laurent and Scott A. Goodrich Assignee : CHEMIMIC LABORATORIES, INC.	COMPOSITIONS COMPRISING FOLIC ACID DERIVATIVES, THEIR PREPARATIONS AND METHODS OF USE
CHE-011	US	Registered	15/912070	05-Mar-2018	10259813	16-Apr-2019	Gerald S. Jones, Jr. Joseph P. St. Laurent, and Scott A. Goodrich Assignee : CHEMIMIC LABORATORIES, INC.	COMPOSITIONS COMPRISING FOLIC ACID DERIVATIVES, THEIR PREPARATIONS AND METHODS OF USE
CHE-011	US	Pending	16/781206	04-Feb-2020			Gerald S. Jones, Jr. Joseph P. St. Laurent, and Scott A. Goodrich Assignee : CHEMIMIC LABORATORIES, INC.,	COMPOSITIONS COMPRISING FOLIC ACID DERIVATIVES, THEIR PREPARATIONS AND METHODS OF USE
CHE-011	US	Registered	16/288812	28-Feb-2019	10590138	17-Mar-2020	Gerald S. Jones, Jr. Joseph P. St. Laurent and Scott A. Goodrich Assignee : CHEMIMIC LABORATORIES, INC.	COMPOSITIONS COMPRISING FOLIC ACID DERIVATIVES, THEIR PREPARATIONS AND METHODS OF USE
CHE-013	US	Pending	63/068577	21-Aug-2020			Gerald S. Jones, Jr. Joseph P. St. Laurent and Scott A. Goodrich Assignee : CHEMIMIC LABORATORIES, INC.	ANTIMICROBIAL AGENTS AND COMPOSITIONS AND USES THEREOF
CHE-013	US	Pending	63/068579	21-Aug-2020			Gerald S. Jones, Jr. Joseph P. St. Laurent and Scott A. Goodrich Assignee : CHEMIMIC LABORATORIES, INC.	ANTIMICROBIAL AGENTS AND COMPOSITIONS AND USES THEREOF
CHE-014	US	Pending	17/085182	30-Oct-2020			Gerald S. Jones, Jr. Joseph P. St. Laurent and Scott A. Goodrich Assignee : CHEMIMIC LABORATORIES, INC.	COMPOSITIONS AND METHODS OF THEIR USE
CHE-016	WO	Pending	PCT/US2020/051114	16-Sep-2020			Gerald S. Jones, Jr. Joseph P. St. Laurent and Scott A. Goodrich Assignee : CHEMIMIC LABORATORIES, INC.	ANTIMICROBIAL AGENTS AND COMPOSITIONS AND USES THEREOF
CHE-017	US	Pending	63/162,135	17-Mar-2021			Gerald S. Jones, Jr. Joseph P. St. Laurent and Scott A. Goodrich Applicant : CHEMIMIC LABORATORIES, INC.* * Not yet assigned.	ANTIMICROBIAL AGENTS AND COMPOSITIONS AND USES THEREOF

PATENT