

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIMMY ROY HUDDLESTON	03/28/2022
RECEIVING PARTY DATA	
Name:	ENCORE IP MANAGEMENT, LLC
Street Address:	169 E. FLAGLER STREET
Internal Address:	SUITE 500
City:	MIAMI
State/Country:	FLORIDA
Postal Code:	33131
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US1922303
CORRESPONDENCE DATA	
Fax Number:	(310)229-9901
<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:	310-229-9900
Email:	mmiglio@venable.com
Correspondent Name:	VENABLE LLP
Address Line 1:	2049 CENTURY PARK EAST
Address Line 2:	SUITE 2300
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	147257.559817
NAME OF SUBMITTER:	ALICIA A. RUSSO
SIGNATURE:	/Alicia A. Russo/
DATE SIGNED:	04/22/2022
Total Attachments: 3	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Agreement”), dated as of March 28, 2022, by and between Jimmy Roy Huddleston, an individual (“Assignor”), and [Encore IP Management, LLC, a Florida limited liability company] (“Assignee”) (each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Assignor is an owner of the patent application listed in Schedule A hereto (the “Patent”);

WHEREAS, Assignor and Assignee have agreed by a confidential Settlement Agreement, dated as of March 28, 2022, by and among Assignor, JRH Industries OU, Matthew Nickerson and Michael Sperduti (the “Settlement Agreement”), that Assignor shall transfer, assign, quitclaim and set over to Assignee and Assignee shall accept all rights, title and interest in and to the Patent as specified in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignor hereby transfers, assigns and sets over to Assignee all of Assignor’s rights, title and interest in and to the Patent and all rights and privileges associated therewith, free and clear of a liens and encumbrances and additionally quitclaims all rights, title and interest in and to the Patent and all rights and privileges associated therewith.

2. All of the rights, title and interest in and to the Patent transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, seek injunctions, settle disputes and recover damages for past, present and future infringement of the rights assigned or to be assigned hereunder.

3. Assignor hereby represents and warrants that (i) he has the legal right and authority to execute this Agreement, and to validly assign Assignor’s entire interest in the Patent to Assignee; (ii) he has not executed any other agreement that would conflict with the terms of this Agreement, nor shall he execute any such agreement in the future; (iii) to the best of Assignor’s knowledge, the Patent is valid and enforceable as of the date of this Agreement; (iv) Assignor has not assigned the Patent or any rights therein to any third party; and (v) Assignor owns all right, title and interest in the Patent free and clear of all liens, encumbrances, pledges, charges, claims, security interests, mortgages, right of first refusal, or restriction of any kind.

4. Assignor shall not, directly or indirectly: (i) contest, oppose, or challenge the validity, enforceability, or scope of any Patent; (ii) interfere with Assignee’s or its designee’s prosecution efforts regarding the Patent; or (iii) impair Assignee’s right, title, and interest in and to the Patent. Without limiting the generality of the foregoing, Assignor shall not attempt to

register the Patent, or any intellectual property substantially similar to the Patent or any derivatives thereof, in a way that would create a likelihood of confusion with Assignee's use of the Patent.

5. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will take reasonable efforts to execute all papers, take rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Patent in Assignee.

6. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument

8. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal assignment of the Patent to Assignee. Assignor hereby authorizes the Commissioner for Patent in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNEE:

[Encore IP Management, LLC]

By: Michael Sperduti
Name: Michael Sperduti
Its: Co-CEO

ASSIGNOR:

By: 
Name: Jimmy Roy Huddleston

SCHEDULE A

ASSIGNED PATENT

Serial Number: PCT/US19/22303

Title: Galloylated Procyanidins for Increasing Intracellular Nitric Oxide Production

Date of Filing: March 14, 2019