507252857 04/26/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 **EPAS ID: PAT7299778**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RYAN P. LOWERY	04/25/2022
SHAWN WELLS	11/05/2021
JACOB WILSON	04/25/2022
KYLIN LIAO	11/05/2021

RECEIVING PARTY DATA

Name:	KETO INNOVATIONS, LLC
Street Address:	901 SAM RAYBURN HIGHWAY
City:	MELISSA
State/Country:	TEXAS
Postal Code:	75454

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	16306412	

CORRESPONDENCE DATA

Fax Number: (713)403-4201

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.

Phone: 7134034200

Email: jhathaway@fbfk.law

Correspondent Name: FERGUSON BRASWELL FRASER KUBASTA PC Address Line 1: 3200 SOUTHWEST FREEWAY, SUITE 3200

Address Line 4: HOUSTON, TEXAS 77027

ATTORNEY DOCKET NUMBER:	10643-006001
NAME OF SUBMITTER:	ROBERT PATRICK LORD
SIGNATURE:	/Robert Patrick Lord/
DATE SIGNED:	04/26/2022

Total Attachments: 12 source=Lowery#page1.tif source=Lowery#page2.tif source=Wells#page1.tif

> **PATENT REEL: 059737 FRAME: 0958**

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PATENT REEL: 059737 FRAME: 0959

This Patent Assignment Agreement (the "Assignment") is made by and between Ryan P. Lowery, an individual ("Lowery") and Keto Innovations, LLC, a Texas limited liability company ("KI"), to be effective as of April 25, 2022 (the "Effective Date"). Lowery is referred to herein as "Assignor" and KI is referred to herein as "Assignee."

WITNESSETH

WHEREAS, this Assignment confirms that Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to U.S. Patent Application No. 16/306,412 entitled "C5 Ketone Compositions, and Related Methods, for Therapeutic and Performance Supplementation" ("the '412 Application"), and the right to recover damages and profits for past infringement thereof; and

Now, THEREFORE, in consideration of these premises, the ongoing burden of maintaining various registrations and enforcement of the '412 Application, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns to Assignee its entire right, title, and interest in and to the '412 Application, including the rights to all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, and also including all priority rights for patent applications foreign to the United States of America. Assignor hereby transfers and conveys to Assignee the right to recover for any past, present, and future infringement of the '412 Application assigned herein.
- 2. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the '412 Application to Assignee.
- 3. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights herein assigned, as necessary to perfect such rights, title, and interests in Assignee, its successors, assigns, and legal representatives.
- 4. The parties may execute multiple counterparts of this Assignment and each is intended to be considered as an original. The parties may substitute telecopied signature pages for original signatures.
- 5. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

*** |SIGNATURE PAGE FOLLOWS| ***

PATENT ASSIGNMENT AGREEMENT

Page 1 of 2

ASSIGNOR: RYAN P. LOWERY

ASSIGNEE: KETO INNOVATIONS, LLC

Chifur GRU By: JENIFER GRACE Its: Corp. Securtary

This Patent Assignment Agreement (the "Assignment") is made between SHAWN WELLS, an individual (the "Assignor"), on one hand, and KETO INNOVATIONS, a limited liability company (the "Assignee"), on the other hand.

WHEREAS, to the extent the Assignor may be a partial owner of right and title to one or more of the U.S. Patents and Patent Applications listed in <u>Exhibit A</u> to this Assignment, Assignor is desirous of assigning all such rights to the inventions and any patents that may issue therefrom (collectively, the "Patents"); and

WHEREAS, as set forth in that certain Settlement and Patent Allocation Agreement, effective November 5, 2021 (the "Settlement Agreement") (subject to any terms and conditions therein, including but not limited to any restrictions set forth in Section 2(a) and/or Schedule 1), the Assignor has agreed to assign and the Assignee has agreed to acquire all of the Assignor's right, title, and interest in and to the Patents, including all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, and the right to recover for any past, present, and future infringement of the Patents assigned herein.

NOW, THEREFORE, for the consideration set forth in the Purchase of Assets, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows.

- 1. The Assignor hereby assigns to the Assignee for the territory of the United States of America and the entire world its right, title, and interest in and to the Patents, including all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications. The Assignor hereby transfers and conveys to the Assignee the right to recover for any past, present, and future infringement of the Patents assigned herein.
- 2. The Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the Patents to the Assignee.
- 3. The Assignor agrees to execute all papers and to perform such other proper acts as the Assignee may deem necessary, at Assignee's expense, to secure for the Assignee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in the Assignee, its successors, assigns, and legal representatives.
- 4. The Assignor agrees, without charge to the Assignor but at the expense of the Assignee and within reason, to testify in any legal proceedings, sign all lawful papers, execute all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, make all lawful oaths, and generally do everything reasonably possible to vest

Patent Assignment Page 1 of 4

title in the Assignee and to aid the Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Patents in all countries.

5. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

[Signature page follows]

PATENT ASSIGNMENT

Page 2 of 4

IN WITNESS WHEREOF, the parties have executed this Agreement on November 5, 2021.

ASSIGNEE:

By

ÉERRY LACORE

for Keto Innovations, LLC

Its:

MANAGER

ASSIGNOR

By: Shawn Wells

EXHIBIT A

UNITED STATES PATENT APPLICATIONS AND ISSUED PATENTS		
App. No.	Title	Status
16/306,412	C5 Ketone Compositions, and Related Methods, for Therapeutic and Performance Supplementation	Pending

PATENT ASSIGNMENT

Page 4 of 4

This Patent Assignment Agreement (the "Assignment") is made by and between Jacob Wilson, an individual ("Wilson") and Keto Innovations, LLC, a Texas limited liability company ("KI"), to be effective as of April 25, 2022 (the "Effective Date"). Wilson is referred to herein as "Assignor" and KI is referred to herein as "Assignee."

WITNESSETH

WHEREAS, this Assignment confirms that Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to U.S. Patent Application No. 16/306,412 entitled "C5 Ketone Compositions, and Related Methods, for Therapeutic and Performance Supplementation" ("the '412 Application"), and the right to recover damages and profits for past infringement thereof; and

NOW, THEREFORE, in consideration of these premises, the ongoing burden of maintaining various registrations and enforcement of the '412 Application, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns to Assignee its entire right, title, and interest in and to the '412 Application, including the rights to all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, and also including all priority rights for patent applications foreign to the United States of America. Assignor hereby transfers and conveys to Assignee the right to recover for any past, present, and future infringement of the '412 Application assigned herein.
- 2. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the '412 Application to Assignee.
- 3. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights herein assigned, as necessary to perfect such rights, title, and interests in Assignee, its successors, assigns, and legal representatives.
- 4. The parties may execute multiple counterparts of this Assignment and each is intended to be considered as an original. The parties may substitute telecopied signature pages for original signatures.
- 5. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

*** ISIGNATURE PAGE FOLLOWS1 ***

PATENT ASSIGNMENT AGREEMENT

Page 1 of 2

ASSIGNOR: JACOB WILSON

ASSIGNEE: KETO INNOVATIONS, LLC

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Its: Carp. Secretary

This Patent Assignment Agreement (the "Assignment") is made between KYLIN LIAO, an individual (the "Assignor"), on one hand, and KETO INNOVATIONS, a limited liability company (the "Assignee"), on the other hand.

WHEREAS, to the extent the Assignor may be a partial owner of right and title to one or more of the U.S. Patents and Patent Applications listed in <u>Exhibit A</u> to this Assignment, Assignor is desirous of assigning all such rights to the inventions and any patents that may issue therefrom (collectively, the "Patents"); and

WHEREAS, as set forth in that certain Settlement and Patent Allocation Agreement, effective November 5, 2021 (the "Settlement Agreement") (subject to any terms and conditions therein, including but not limited to any restrictions set forth in Section 2(a) and/or Schedule 1), the Assignor has agreed to assign and the Assignee has agreed to acquire all of the Assignor's right, title, and interest in and to the Patents, including all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, and the right to recover for any past, present, and future infringement of the Patents assigned herein.

NOW, THEREFORE, for the consideration set forth in the Purchase of Assets, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows.

- 1. The Assignor hereby assigns to the Assignee for the territory of the United States of America and the entire world its right, title, and interest in and to the Patents, including all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications. The Assignor hereby transfers and conveys to the Assignee the right to recover for any past, present, and future infringement of the Patents assigned herein.
- 2. The Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the Patents to the Assignee.
- 3. The Assignor agrees to execute all papers and to perform such other proper acts as the Assignee may deem necessary, at Assignee's expense, to secure for the Assignee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in the Assignee, its successors, assigns, and legal representatives.
- 4. The Assignor agrees, without charge to the Assignor but at the expense of the Assignee and within reason, to testify in any legal proceedings, sign all lawful papers, execute all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, make all lawful oaths, and generally do everything reasonably possible to vest

PATENT ASSIGNMENT

Page 1 of 4

title in the Assignee and to aid the Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Patents in all countries.

5. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

[Signature page follows]

PATENT ASSIGNMENT

Page 2 of 4

IN WITNESS WHEREOF, the parties have executed this Agreement on November 5. 3021.

ASSIGNEE:

TERRY LACORE

for Keto Innovations, LLC

Its: MANAGER

Assignor

By/Kylin Liac

EXHIBIT A

UNITED STATES PATENT APPLICATIONS AND ISSUED PATENTS		
App. No.	Title	Status
16/306,412	C5 Ketone Compositions, and Related Methods, for Therapeutic and Performance Supplementation	Pending

PATENT ASSIGNMENT

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PATENT REEL: 059737 FRAME: 0971