

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7450319

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
KURVE TECHNOLOGY, INC.		07/21/2022
RECEIVING PARTY DATA		
Name:	SAVILE THERAPEUTICS, INC.	
Street Address:	PO BOX 1301	
City:	FREDERICK	
State/Country:	MARYLAND	
Postal Code:	21702	
PROPERTY NUMBERS Total: 27		
Property Type	Number	
Application Number:	60325971	
Application Number:	60379428	
Patent Number:	7231919	
PCT Number:	US2002031450	
Patent Number:	8122881	
PCT Number:	US2003014786	
Patent Number:	7866316	
Patent Number:	10668230	
Patent Number:	8448637	
Patent Number:	9352106	
Patent Number:	9572943	
Application Number:	60500386	
Application Number:	60500469	
PCT Number:	US2004028874	
Patent Number:	10570725	
Application Number:	60581296	
PCT Number:	US2004029001	
Application Number:	60719432	
Application Number:	60736802	
PCT Number:	US2006037027	

Property Type	Number
Application Number:	11525308
Application Number:	60824017
Patent Number:	7905229
PCT Number:	US2007077319
Patent Number:	8733342
Patent Number:	10105501
Application Number:	15891242

CORRESPONDENCE DATA

Fax Number: (509)624-2528

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: 5097472052

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Correspondent Name: JAMES E. LAKE

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ATTORNEY DOCKET NUMBER: 25472-049/25488-001

NAME OF SUBMITTER: JAMES E. LAKE

SIGNATURE: /James E Lake/

DATE SIGNED: 07/25/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of 7-21-22, is *nunc pro tunc* effective as of March 8, 2022 and is made by Resource Transition Consultants, LLC, a Washington limited liability company as general receiver for Kurve Technology, Inc. ("Seller"), a Delaware corporation, located at Lynnwood, Washington ("Seller"), in favor of Savile Therapeutics, Inc., a Delaware corporation, located at Frederick, Maryland ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of November 4, 2021 (the "APA").

WHEREAS, under the terms of the APA, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS Seller and Buyer completed a Bill of Sale and a Domain Name and Trademark Assignment, both dated March 8, 2022, under the terms of the APA and now supplement the Bill of Sale and the Domain Name and Trademark Assignment with this IP Assignment as a clarification regarding patents and trademarks.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks 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 IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the APA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

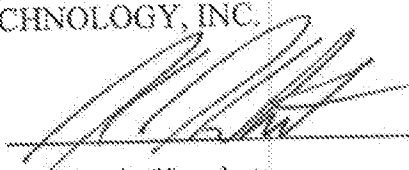
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

RESOURCE TRANSITION CONSULTANTS,
LLC, GENERAL RECEIVER FOR KURVE
TECHNOLOGY, INC.

By 

Name: Kevin Hanchett

Title: Member, Resource Transition
Consultants, LLC

Address for Notices:

Attn: Kevin Hanchett
4100 194th St. SW, Suite 208
Lynnwood, WA 98036
425-678-8162
hanchett@rtcreceivers.com

AGREED TO AND ACCEPTED:

SAVILE THERAPEUTICS, INC.

By 

Name: Thomas McDowell

Title: CEO

Address for Notices:

Attn: Thomas McDowell
PO Box 1301
Frederick, MD 21702
Tsmcdowell3@gmail.com

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Jurisdiction	Patent or Application Number	Issue Date
Nasal Nebulizer	USA	60/325,971	Expired Provisional
Nasal Nebulizer	USA	60/379,428	Expired Provisional
Particle Dispersion Device for Nasal Delivery	USA	7,231,919	06/19/2007
Nasal Nebulizer	WIPO	PCT/US2002/031450	Expired PCT
Particle Dispersion Device for Nasal Delivery	USA	8,122,881	02/28/2012
Particle Dispersion Chamber for Nasal Nebulizer	WIPO	PCT/US2003/014786	Expired PCT
Nasal Nebulizer	Germany	EP 1,450,885	04/22/2015 Lapsed - not renewed
Nasal Nebulizer	European Patent Office	1,450,885	04/22/2015 Lapsed - not renewed
Nasal Nebulizer	France	EP 1,450,885	04/22/2015 Lapsed - not renewed
Nasal Nebulizer	United Kingdom	EP 1,450,885	04/22/2015 Lapsed - not renewed
Nasal Nebulizer	Japan	4,795,637	08/05/2011
Particle Dispersion Device for Nasal Delivery	USA	7,866,316	01/11/2011
Particle Dispersion Chamber for Nasal Nebulizer	USA	10,668,230	06/02/2020
Particle Dispersion Chamber	Japan	5,266,184	05/10/2013
Particle Dispersion Device for Nasal Delivery	USA	8,448,637	05/28/2013
Particle Dispersion Device for Nasal Delivery	USA	9,352,106	05/31/2016
Particle Dispersion Device for Nasal Delivery	USA	9,572,943	02/21/2017
Integrated Particle Dispensing Chamber for Nasal Nebulizer	USA	60/500,386	Expired Provisional

Nasal Adapter for the Base of the Nose	USA	60/500,469	Expired Provisional
Nasal Adapter for the Base of the Nose	WIPO	PCT/US2004/028874	Expired PCT
Integrated Particle Dispensing Chamber for Nasal Nebulizer	European Patent Office	04783202.7	Withdrawn
Nasal Adapter for the Base of the Nose	USA	10/570,725	Abandoned
Integrated Nebulizer and Particle Dispersion Chamber for Nasal Delivery of Medicament to Deep Nasal Cavity and Paranasal Sinuses	USA	60/581,296	Expired Provisional
Integrated Nebulizer and Particle Dispensing Chamber for Delivery of Medicament	WIPO	PCT/US2004/029001	Expired PCT
Integrated Nebulizer and Particle Dispensing Chamber for Delivery of Medicament	European Patent Office	04783297.7	Withdrawn
Integrated Nebulizer and Particle Dispersion Chamber for Nasal Delivery of Medicament to Deep Nasal Cavity and Paranasal Sinuses	Japan	5,144,070	11/30/2012
Integrated Nebulizer and Particle Dispersion Chamber for Nasal Delivery of Medicament to Deep Nasal Cavity and Paranasal Sinuses	USA	8,001,963	08/23/2011
System and Method for Validating Drug Use, and Optimizing Drug Delivery Parameters in a Drug Delivery Device	USA	60/719,432	Expired Provisional
Medicament Delivery Control, Monitoring, and Reporting System and Method	USA	60/736,802	Expired Provisional
Medicament Delivery Control, Monitoring, and Reporting System and Method	WIPO	PCT/US2006/037027	Expired PCT
Medicament Delivery Control, Monitoring, and Reporting System and Method	USA	11/525,308	Abandoned

Aerosol Device	Generating and Delivery	USA	60/824,017	Expired Provisional
Aerosol Device	Generating and Delivery	USA	7,905,229	03/15/2011
Aerosol Device	Generating and Delivery	WIPO	PCT/US2007/077319	Expired PCT
Aerosol Device	Generating and Delivery	Canada	2,698,137	Abandoned
Aerosol Device	Generating and Delivery	European Patent Office	2,106,268	12/12/2018
Aerosol Device	Generating and Delivery	Germany	602007057129.4	12/12/2018
Aerosol Device	Generating and Delivery	France	EP 2,106,268	12/12/2018
Aerosol Device	Generating and Delivery	United Kingdom	EP 2,106,268	12/12/2018
Aerosol Device	Generating and Delivery	USA	8,733,342	05/27/2014
Aerosol Device	Generating and Delivery	USA	10,105,501	10/23/2018
Aerosol Device	Generating and Delivery	USA	15/891,242	Abandoned

SCHEDULE 2
ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
KURVE TECHNOLOGY	USA	3,006,495	10/11/2005
VIANASE	USA	2,979,344	07/26/2005
CONTROLLED PARTICLE DISPERSION	USA	3,140,676	09/05/2006