PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7911993

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ASPEN PARK PHARMACEUTICALS, INC.	12/08/2020

RECEIVING PARTY DATA

Name:	VERU INC.	
Street Address:	2916 NORTH MIAMI AVE	
Internal Address:	SUITE 1000	
City:	MIAMI	
State/Country:	FLORIDA	
Postal Code:	33127	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15976015

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	134727-2 KGB	
NAME OF SUBMITTER:	KURT G. BRISCOE	
SIGNATURE:	/Kurt G. Briscoe/	
DATE SIGNED:	04/20/2023	

Total Attachments: 4

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "<u>Assignment</u>") is made as of December 8, 2020 from ASPEN PARK PHARMACEUTICALS, INC., a Delaware corporation ("<u>Assignor</u>"), to VERU INC., a Wisconsin corporation ("<u>Assignee</u>").

RECITALS

- A. Assignor is a wholly-owned subsidiary of Assignee and the sole owner of the Assigned Patent Rights (as defined below).
- B. Assignor made an in-kind distribution of the Assigned Patent Rights to Assignee, and Assignor and Assignee each desire, by execution of this Assignment, to confirm the assignment of all of Assignor's rights, title and interest in and to the Assigned Patent Rights to Assignee.
- C. Immediately following this Assignment and in accordance with the terms of that certain Asset Purchase Agreement dated as of the date hereof (the "<u>Purchase Agreement</u>") between Assignee and Roman Health Ventures Inc., a Delaware corporation ("<u>Ro</u>"), Assignee is assigning all of Assignee's rights, title and interest in and to the Assigned Patent Rights to Ro pursuant to a Patent Assignment dated as of the date hereof between Assignee and Ro (the "<u>Ro</u> Assignment").

AGREEMENTS

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

- 1. <u>Definition of Assigned Patent Rights</u>. The term "<u>Assigned Patent Rights</u>" means the patent application set forth on <u>Exhibit A</u> attached hereto and made a part hereof, as well as: (a) all rights to claim priority in the Assigned Patent Rights and all rights in and to any and all inventions which are disclosed in the Assigned Patent Rights; (b) any patent maturing from a continuation, continuation-in-part, division, reissue or reexamination of the Assigned Patent Rights and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model or other United States or foreign patent; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.
- 2. <u>Assignment of the Assigned Patent Rights</u>. Effective immediately prior to the Ro Assignment, Assignor hereby distributes, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Patent Rights, including the right to claim priority in and to the same, free and clear of all Encumbrances (as defined in the Purchase Agreement). Assignor authorizes the United States Patent and Trademark Office to issue any patents resulting from the Assigned Patent Rights to Assignee.

- 3. <u>Further Assurances</u>. (a) Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this Assignment; (b) Assignor agrees to assist Assignee in the prosecution of any assigned patent applications upon Assignee's reasonable request; and (c) Assignor shall provide Assignee, its successors and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments or other documentation) as may be reasonably required in the implementation of this Assignment.
- 4. <u>General</u>. The introductory language and the recitals set forth above shall be deemed incorporated herein by reference. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures delivered by facsimile or via e-mail in portable document format ("pdf") shall be binding for all purposes hereof. Section headings are intended for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware and the federal laws of the United States of America.

[Signature page follows.]

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IN WITNESS WHEREOF, this Patent Assignment has been duly executed by the parties effective as of the date first written above.

ASSIGNEE:

VERU INC.

Name: Mitchell S. Steiner, M.D., F.A.C.S. Title: Chairman, President and Chief Executive

Officer

ASSIGNOR:

ASPEN PARK PHARMACEUTICALS, INC.

Name: Mitchell S. Steiner, M.D., F.A.C.S. Title: President and Chief Executive Officer

EXHIBIT A

Assigned Patent Rights

US patent application 15/976,015, Fisch, "Individually Packaged Wipes for Enhancing Sexual Intercourse"

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RECORDED: 04/20/2023