

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7923894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
STANDARD INTERNATIONAL GROUP HOLDINGS, LP			04/21/2023
RECEIVING PARTY DATA			
Name:	MADERA PHARMACEUTICALS, INC.		
Street Address:	848 N. RAINBOW BLVD. 3045		
City:	LAS VEGAS		
State/Country:	NEVADA		
Postal Code:	89107		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	17508951		
PCT Number:	US2156364		
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043385307		
Email:	shudson@maynardnexsen.com		
Correspondent Name:	SETH L. HUDSON		
Address Line 1:	227 W TRADE ST #1550		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	068027-00001		
NAME OF SUBMITTER:	SETH L. HUDSON		
SIGNATURE:	/Seth L. Hudson/		
DATE SIGNED:	04/27/2023		
This document serves as an Oath/Declaration (37 CFR 1.63).			
Total Attachments: 5			
source=Madera IP Assignment SIG LP to Madera Inc#page1.tif			
source=Madera IP Assignment SIG LP to Madera Inc#page2.tif			
source=Madera IP Assignment SIG LP to Madera Inc#page3.tif			
source=Madera IP Assignment SIG LP to Madera Inc#page4.tif			

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment Agreement”) is executed as of April 21, 2023 (the “Effective Date”), by Standard International Group Holdings, LP, (“Assignor”) and Madera Pharmaceuticals, Inc. (“Assignee”).

RECITALS

WHEREAS, Assignor has agreed to assign, convey, transfer and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s rights, title and interest in and to Assignor’s Intellectual Property, including Assignor’s Patents and Trademarks as defined below; and

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Definitions

The following terms used in this Agreement shall have the respective meanings assigned to them below:

(a) “Patents” shall mean all patents and patent applications, including all inventions, whether filed or yet to be filed, patents and patent applications, all letters patent in all countries of the world, and all issuances, divisions, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including without limitation the patent applications listed in Schedule A, whether patented or unpatented, and whether or not reduced to practice, and the right to sue and collect damages for past infringement with respect to the foregoing.

(b) “Trademarks” shall mean all trademarks, service marks, trade dress, logos, slogans, brand names and trade names the Assignor has an ownership interest in and all registrations and registration applications relating thereto anywhere in the world, including without limitation the trademark application listed in Schedule A, whether registered or unregistered, and the goodwill associated therewith, and the right to sue and collect damages for past infringement or dilution with respect to the foregoing, and 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.

Section 1 Assignment of Intellectual Property. Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, free and clear of all encumbrances, all of Assignor’s entire worldwide right, title and interest in and to all Patents and Trademarks, including all Patents and Trademarks listed in Schedule A, and including without limitation, all goodwill and all sales, advertising, promotional and marketing information and materials, any and all income royalties, or payments due or payable as of the

Effective Date or thereafter, including, without limitation, the right to sue for any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto. (collectively, the “Assigned IP”).

Section 2 Further Assurances. Assignor hereby covenants and agrees that it shall, at any time after the Effective Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee’s title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee’s request and at no additional cost to Assignee, in exercising any rights with respect thereto.

a. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

b. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the USPTO or offices in which any of the Assigned IP is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or their agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and permitted assigns.

Section 4 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

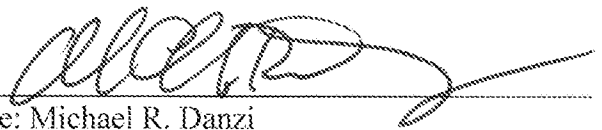
Section 5 Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of North Carolina, without regard to conflicts of law doctrines.

Section 6 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered by their duly authorized officers as of the Effective Date.

ASSIGNOR:

**STANDARD INTERNATIONAL GROUP
HOLDINGS, LP**

By: 
Name: Michael R. Danzi
Title: President, Orion Legacy Management, LLC,
the General Partner of Standard International
Group Holdings, LP

ASSIGNEE:

MADERA PHARMACEUTICALS, INC.

By: 
Name: Michael R. Danzi
Title: Chief Executive Officer

SCHEDULE A

ASSIGNED IP

Patent Applications

Owner	Serial Number	Filing Date	Title	Country	Current Status
Standard International Group Holdings, LP	PCT/US2021/056364	October 22, 2021	Transdermal Treatment for Erectile Dysfunction	PCT	Pending
Standard International Group Holdings, LP	17/508,951	October 22, 2021	Transdermal Treatment for Erectile Dysfunction	U.S.A.	Pending

Trademark Applications

Owner	Application Number	Filing Date	Country	Title/Mark/Design	Goods/Services	Current Status
Standard International Group Holdings, LP	90/067,260	July 22, 2020	U.S.A.	MADERA	005: Pharmaceutical preparations, namely, vasodilators, Pharmaceuticals for the treatment of erectile dysfunction; Pharmaceutical preparations for the treatment of erectile dysfunction; Pharmaceuticals, namely, inducers of erections; Pharmaceutical preparations, namely, a topical preparation for the treatment of erectile dysfunction; Topical gel and cream preparations for the medical treatment of erectile dysfunction by inducing erections; Topical preparations being gels and creams for medical and therapeutic treatment of erectile dysfunction; Medicated creams for treating erectile dysfunction	Pending

PATENT

REEL: 063461 FRAME: 0215