

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7936708

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HOWARD FOUNDATION HOLDINGS LIMITED	03/16/2023
RECEIVING PARTY DATA	
Name:	MARAVILLA, LLC
Street Address:	401 S. OLD WOODWARD AVENUE
City:	BIRMINGHAM
State/Country:	MICHIGAN
Postal Code:	48009
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	10835509
Patent Number:	8962043
Patent Number:	9463167
Patent Number:	9603813
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>	
Email:	dlytle@harnessip.com
Correspondent Name:	HARNESS, DICKEY & PIERCE PLC
Address Line 1:	5445 CORPORATE DRIVE
Address Line 4:	TROY, MICHIGAN 48098
ATTORNEY DOCKET NUMBER:	19073-500001
NAME OF SUBMITTER:	GLENN E. FORBIS
SIGNATURE:	/Glenn E. Forbis/
DATE SIGNED:	05/04/2023
Total Attachments: 11	
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CONFIRMATORY PATENT AND TRADEMARK ASSIGNMENT

THIS AGREEMENT is made on March 16, 2023

BETWEEN

- (1) **HOWARD FOUNDATION HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 01932630 whose registered office is at 17 Cricketers Approach, Wrenthorpe, Wakefield, West Yorkshire, WF2 0JH (**Assignor**); and
- (2) **MARAVILLA LLC** a corporation registered under the laws of Michigan, USA, with its place of business at 401 S. Old Woodward Avenue, Suite 308, Birmingham, Michigan 48009, USA (**Assignee**).

BACKGROUND

- (A) The Assignor owns the Patents and the Trade Marks (as defined below).
- (B) By way of the Main Agreement, the Assignor has agreed to assign to the Assignee the Patents and the Trade Marks on the terms set out in this assignment.

The parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this assignment, unless the context requires otherwise, the following definitions apply:

Assigned Rights	the Patents and the Trade Marks;
Main Agreement	the assignment of patents, trade marks and other intellectual property rights entered into by the Assignor, the Assignee and the Foundation (as defined in the Main Agreement) on 16 March 2023;
Patents	the patents and the patent applications, short particulars of which are set out in Schedule 1; and
Trade Marks	the registered trade marks and the trade mark applications, short particulars of which are set out in Schedule 2.

2. ASSIGNMENT

2.1 In consideration of the payment of the sums set out in the Main Agreement, the Assignor assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:

2.1.1 the absolute entitlement to any patents and/or registrations granted pursuant to any of the applications comprised in the Patents and the Trade Marks, including all patents granted from future patent applications that claim the benefit of the filing date of any of the Patents;

2.1.2 all goodwill attaching to the Trade Marks and that part of the Assignor's business that relates to the goods or services in respect of which the Trade Marks are registered or used;

2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of the Main Agreement; and

2.1.4 all files in the possession or control of the Assignor related to the filing, prosecution and acquisition of the Assigned Rights, whether such files are maintained by Assignor, the Foundation (as defined in the Main Agreement), legal counsel responsible for the filing, prosecution and/or acquisition of such Assigned Rights.

3. FURTHER ASSURANCE

Each party to this assignment shall (and will use all reasonable endeavours to procure that any necessary third party shall), execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this assignment, including the registration of the Assignee as proprietor or applicant (as applicable) of the Assigned Rights.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. **GOVERNING LAW**

This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

6. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

This assignment has been entered into on the date stated at the beginning of it.

SCHEDULE 1
PATENTS

Country	Priority No.	Priority Date	Application Date	Application No.	Publication No.	Grant Date	Grant No.	Status	Next Renewal
Identifying Subjects in Need of Treatment									
Ireland	1300055.9	03/01/2013	23/12/2013	2013/0391	2013/0391	10/04/2015	86532	granted	23/12/2023
South Africa	1300055.9	03/01/2013	24/12/2013	2015/03834		26/07/2017	2015/03834	granted	23/12/2023
Improvements in or relating to Visual Performance									
Austria	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(AT)	granted	05/07/2023
Australia	1111624.1	07/07/2011	05/07/2012	2012280056		27/04/2017	2012280056	granted	05/07/2023
Belgium	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(BE)	granted	05/07/2023
Canada	1111624.1	07/07/2011	05/07/2012	2,837,047		23/04/2019	2,837,047	granted	05/07/2023
Switzerland	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(CH)	granted	05/07/2023
Germany	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	602012046883.1	granted	05/07/2023
Denmark	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(DK)	granted	05/07/2023
Spain	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(ES)	granted	05/07/2023
France	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(FR)	granted	05/07/2023
United Kingdom	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(GB)	granted	05/07/2023
Ireland	1111624.1	07/07/2011	06/07/2012	2012/0309	2012/0309	14/11/2013	86314	granted	06/07/2023
Italy	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	502018000022185	granted	05/07/2023
Luxembourg	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(LU)	granted	05/07/2023
Mexico	1111624.1	07/07/2011	05/07/2012	MX/a/2014/000067		13/07/2017	349133	granted	05/07/2027
Netherlands	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(NL)	granted	05/07/2023
Norway	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(NO)	granted	05/07/2023
New Zealand	1111624.1	07/07/2011	05/07/2012	618728		30/03/2016	618728	granted	05/07/2023
Sweden	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(SE)	granted	05/07/2023
South Africa	1111624.1	07/07/2011	05/07/2012	2013/08762		28/01/2015	2013/08762	granted	05/07/2023
Ireland	1111624.1	07/07/2011	25/10/2013	2013/0325	2013/0325	25/08/2015	86584	granted	06/07/2023
USA	1111624.1	07/07/2011	06/07/2012	14/093,929	2014/0120175	24/02/2015	8,962,043	granted	24/08/2026
South Africa	1111624.1	07/07/2011	05/07/2012	2014/08422		31/08/2016	2014/08422	granted	05/07/2023

USA	1111624.1	07/07/2011	06/07/2012	141618,252	2015/0297533	11/10/2016	9,463,167	granted	11/04/2024
USA	1111624.1	07/07/2011	06/07/2012	151213,856	2016/0324800	28/03/2017	9,603,813	granted	28/09/2024
Austria	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(AT)	granted	05/07/2023
Belgium	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(BE)	granted	05/07/2023
Switzerland	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(CH)	granted	05/07/2023
Germany	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	602012072401.3	granted	05/07/2023
Denmark	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(DK)	granted	05/07/2023
Spain	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(ES)	granted	05/07/2023
France	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(FR)	granted	05/07/2023
United Kingdom	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(GB)	granted	05/07/2023
Italy	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	502020000105913	granted	05/07/2023
Luxembourg	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(LU)	granted	05/07/2023
Netherlands	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(NL)	granted	05/07/2023
Norway	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(NO)	granted	05/07/2023
Sweden	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(SE)	granted	05/07/2023
Ireland	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(IE)	granted	05/07/2023
L,M,Z + Fish Oil in AD									
Australia	1720119.5	04/12/2017	10/05/2018	2018379644				pending	10/05/2023
Canada	1720119.5	04/12/2017	10/05/2018	3,071,786				pending	10/05/2023
Europe	1720119.5	04/12/2017	10/05/2018	18725605.2	3644979			pending	10/05/2023
United Kingdom	1720119.5	04/12/2017	10/05/2018	1807590.3	2568986	18/12/2019	2568986	granted	10/05/2023
Ireland	1720119.5	04/12/2017	15/05/2018	2018/0146	87241	15/06/2021	87241	granted	15/05/2023
India	1720119.5	04/12/2017	10/05/2018	202037005543				pending	
New Zealand	1720119.5	04/12/2017	10/05/2018	761512				pending	10/05/2023
Singapore	1720119.5	04/12/2017	10/05/2018	11202000786R		16/09/2021	11202000786R	granted	10/05/2023
Thailand	1720119.5	04/12/2017	10/05/2018	2001001218				pending	
USA	1720119.5	04/12/2017	15/05/2018	15/980,083	2019/0167624	17/11/2020	10,835,509	granted	17/05/2024
South Africa	1720119.5	04/12/2017	10/05/2018	2020/00558				Allowed, Certificate of Grant pending	10/05/2023

SCHEDULE 2

TRADE MARKS

Country/ region	Mark	Application registration number	or date	Filing or regn date	Classes	Specification of goods or services
USA	LuteinPlus	2837136	20 November 2002	5	Nutritional supplements for the prevention of age related macular degeneration; dietary supplements, fruit and vegetable preparations used as antioxidants.	
USA	Mz	2884994	20 November 2002	5	Vitamins and minerals sold as an integral component of nutritional supplements for the prevention of age related macular degeneration; vitamins and minerals sold as an integral component of dietary supplements and fruit and vegetable preparations used as antioxidants.	
European Union	Mz	012138004	13 September 2013	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration; nutritional and dietary supplements for the prevention of mental degeneration.	
United Kingdom	Mz	UK00912138004	13 September 2013	5	Nutritional supplements; dietary supplements; food supplements	

					in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration; nutritional and dietary supplements for the prevention of mental degeneration.
USA	Nutri-Mz	4299940	19 May 2011	5	Nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration
USA	Nutri-Mz logo	5965090	18 January 2019	5	Nutritional and dietary supplements for ocular health and improved visual performance, and the prevention of age-related macular degeneration and of Alzheimer's Disease
European Union	NutriMz	008681132	12 November 2009	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration.
United Kingdom	NutriMz	UK00908681132	12 November 2009	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health

						and the prevention of age-related macular degeneration.
Mexico	NutriMz	1196421	13 January 2011	5		nutritional supplements • dietary supplements • food supplements in the form of fruit and vegetable preparations used as antioxidants • nutritional and dietary supplements for eye health and prevention of age-related macular degeneration.
European Union	Nutri-Mz	009952888	9 May 2011	5		Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as antioxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration; none of the foregoing goods containing enzymes serving as facilitators for the digestion of food.
United Kingdom	Nutri-Mz	UK00909952888	9 May 2011	5		Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as antioxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration; none of the foregoing goods containing enzymes serving as facilitators for the digestion of food.
European Union	Nutri-Mz logo	018011159	9 May 2011	5		Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable

					preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration; none of the foregoing goods containing enzymes serving as facilitators for the digestion of food.
United Kingdom	Nutri-Mz logo	UK00918011159	17 January 2019	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and improved visual performance, and the prevention of age-related macular degeneration and of Alzheimer's Disease; none of the foregoing goods containing enzymes serving as facilitators for the digestion of food.
Worldwide	Nutri-Mz logo	1480391	13 May 2013	5	nutritional supplements • dietary supplements • food supplements in the form of fruit and vegetable preparations used as anti-oxidants • nutritional and dietary supplements for ocular health and improved visual performance, and the prevention of age-related macular degeneration and of alzheimer's disease • none of the foregoing goods containing enzymes

					serving as facilitators for the digestion of food
China	Nutri-Mz logo	42972693	12 November 2019	5	Nutritional supplements (excluding enzymes that can promote food digestion). Dietary supplements (excluding enzymes that promote food digestion). Fruit and vegetable preparations are used as food supplements of antioxidants (excluding enzymes that can promote food digestion). Nutritional and dietary supplements for visual health and visual function improvement, age-related macular degeneration and Alzheimer's disease prevention (excluding enzymes that can promote food digestion)

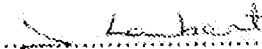
EXECUTED as a deed by a director for and
on behalf of **HOWARD FOUNDATION
HOLDINGS LIMITED** in the presence of:

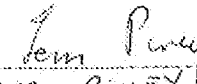
Signature of Witness

Name (please print)

Address

Occupation


.....


TOM POVEY

52 WOODPECKER WAY

WITNEY OX28 6NN

MANAGER

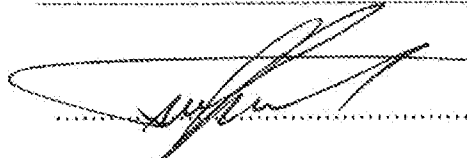
EXECUTED as a deed by a director for and
on behalf of **MARAVILLA LLC** in the
presence of:

Signature of Witness

Name (please print)

Address

Occupation


.....

FREDERIC BOUHET

401 S. Oldwoodward Ave

Suite 308

Birmingham AL 35209

MANAGER