

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7994238

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE NAME CORRECTED TO 1242753 ONTARIO INC. ADDRESS CORRECTED TO 401-240 VILLAGEWALK BLVD. previously recorded on Reel 057442 Frame 0034. Assignor(s) hereby confirms the ASSIGNEE IS INCORRECTLY INDICATED AS ONTARIO INC. ADDRESS IS CORRECTED.

CONVEYING PARTY DATA

Name	Execution Date
KGK SCIENCE INC.	06/01/2021

RECEIVING PARTY DATA

Name:	1242753 ONTARIO INC.
Street Address:	1401-240 VILLAGEWALK BLVD.
City:	LONDON
State/Country:	CANADA
Postal Code:	N6G OP6

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	9125887
Patent Number:	10172772
Patent Number:	9132117
Patent Number:	9956257
Patent Number:	9610276
Application Number:	16842686

CORRESPONDENCE DATA

Fax Number: (202)677-4945

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: 202.677.4030

Email: IP.Docketing@AGG.com

Correspondent Name: ARNALL GOLDEN GREGORY LLP

Address Line 1: 2100 PENNSYLVANIA AVENUE NW

Address Line 2: SUITE 350S

Address Line 4: WASHINGTON, D.C. 20037

ATTORNEY DOCKET NUMBER:	37427 - 1242753 ONTARIO
NAME OF SUBMITTER:	BETH DONOVAN

SIGNATURE:	/Beth Donovan/
DATE SIGNED:	06/07/2023
Total Attachments: 10 source=Corrected_KGK_Science_to_Ontario_IP_Assignment#page1.tif source=Corrected_KGK_Science_to_Ontario_IP_Assignment#page2.tif source=Corrected_KGK_Science_to_Ontario_IP_Assignment#page3.tif source=Corrected_KGK_Science_to_Ontario_IP_Assignment#page4.tif source=Corrected_KGK_Science_to_Ontario_IP_Assignment#page5.tif source=Corrected_KGK_Science_to_Ontario_IP_Assignment#page6.tif source=Corrected_KGK_Science_to_Ontario_IP_Assignment#page7.tif source=Corrected_KGK_Science_to_Ontario_IP_Assignment#page8.tif source=Corrected_KGK_Science_to_Ontario_IP_Assignment#page9.tif source=Corrected_KGK_Science_to_Ontario_IP_Assignment#page10.tif	

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6909470

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KGK SCIENCE INC.	06/01/2021
RECEIVING PARTY DATA	
Name:	ONTARIO INC.
Street Address:	ONE LONDON PLACE, SUITE 1440
Internal Address:	255 QUEENS AVENUE
City:	LONDON
State/Country:	CANADA
Postal Code:	N6G OP6
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	16842686
Patent Number:	10172772
Patent Number:	9956257
Patent Number:	9125887
Patent Number:	9610276
Patent Number:	9132117
CORRESPONDENCE DATA	
Fax Number:	(202)677-4945
<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:	202.677.4030
Email:	IP.Docketing@AGG.com
Correspondent Name:	ARNALL GOLDEN GREGORY LLP
Address Line 1:	1775 PENNSYLVANIA AVENUE NW
Address Line 2:	SUITE 1000
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	37427.1
NAME OF SUBMITTER:	BETH DONOVAN
SIGNATURE:	/Beth Donovan/
DATE SIGNED:	09/10/2021

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), effective as of June 1, 2021, is made by KGK Science Inc. (“**Seller**”), a corporation formed under the laws of the Province of Ontario, Canada, located at One London Place, Suite 1440, 255 Queens Avenue, London, ON N6A 5R8, in favor of 1242753 Ontario Inc. (“**Buyer**”), a corporation formed under the laws of the Province of Ontario, Canada, located at 1401-240 Villagewalk Blvd., London, ON N6G OP6, the purchaser of certain assets of Seller pursuant to an Intellectual Property Sales Agreement between Seller and Buyer, dated as of June 1, 2021 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and hereby executes and delivers this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

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 and patent applications 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 and applications 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2, the transfer of such applications accompanies the transfer of Seller's business, or that portion of the business to which each such trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations and applications for registration set forth on **Schedule 3** hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) 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;

(e) 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

(f) 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 Register of Copyrights in the United States Copyright 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 Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, 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, and agreements contained in the Asset Purchase Agreement 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement 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 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 Province of Ontario and the federal laws of Canada applicable therein, as set forth in Section 9 of the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

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

KGK SCIENCE INC.

By: Kevin Ronson
Name: Kevin Ronson
Title: COO/CFO

AGREED TO AND ACCEPTED:

1242753 ONTARIO INC.

By: Myke Ronson
Name:
Title:

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Canola Extracts Containing High Levels Of Phenolic Acids	USA	9125887	09/08/2015
Compositions And Methods For Glycemic Control Of Subjects With Impaired Fasting Glucose	USA	9610276	04/04/2017
Compositions And Methods For Glycemic Control Of Subjects With Impaired Fasting Glucose	USA	9132117	09/15/2015
Methods Of Skin Whitening By Use Of Canola Extracts	USA	10172772	1/8/2019
Canola Extracts Containing High Levels Of Phenolic Acids	USA	9956257	5/1/2018
Compositions Comprising At Least One Polymethoxyflavone, Flavonoid, Liminoid, And/Or Tocotrienol Useful In Combination Therapies For Treating Diabetes	Australia	2019200898	7/30/2020
Methods Of Skin Whitening By Use Of Canola Extracts	Australia	2014210919	2/21/2019
Compositions And Methods For Glycemic Control Of Subjects With impaired Fasting Glucose	Australia	2014282942	2/21/2019
Methods Of Skin Whitening By Use Of Canola Extracts	Australia	2019200853	5/21/2020
Methods Of Skin Whitening By Use Of Canola Extracts	Japan	6815730	12/25/2020
Use Of Polymethoxylated Flavones For Treating Insulin Resistance	India	299738	8/6/2018

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Methods Of Skin Whitening By Use Of Canola Extracts	USA	16/842686	4/7/2020
Methods Of Skin Whitening By Use Of Canola Extracts	Canada	2899814	07/29/2015
Compositions Comprising At Least One Polymethoxyflavone, Flavonoid, Liminoid, And/Or Tocotrienol Useful In Combination Therapies For Treating Diabetes	Canada	2915751	06/13/2014
Methods Of Skin Whitening By Use Of Canola Extracts	European Patent Convention	14746867.2	08/13/2015
Compositions Comprising At Least One Polymethoxyflavone, Flavonoid, Liminoid, And/Or Tocotrienol Useful In Combination Therapies For Treating Diabetes	European Patent Convention	14814080.9	06/13/2014
Compositions And Methods For Glycemic Control Of Subjects With impaired Fasting Glucose	New Zealand	715160	06/13/2014
Compositions Comprising At Least One Polymethoxyflavone, Flavonoid, Liminoid, And/Or Tocotrienol Useful In Combination Therapies For Treating Diabetes	New Zealand	754507	06/12/2019
Methods Of Skin Whitening By Use Of Canola Extracts	Korea, Republic of	10-2015-7023569	08/28/2015
Methods Of Skin Whitening By Use Of Canola Extracts	Japan	2019-212362	11/25/2019
Compositions And Methods For Glycemic Control Of Subjects With impaired Fasting Glucose	Patent Cooperation Treaty	POT/182014/001069	06/13/2014
Methods Of Skin Whitening By Use Of Canola Extracts	Patent Cooperation Treaty	PCT/IB14/00019	1/9/2014
Use Of Polymethoxylated Flavones For Treating Insulin Resistance	Patent Cooperation Treaty	PCT/CA02/00662	5/2/2002
Canola Extracts Containing High Levels Of Phenolic Acids	Patent Cooperation Treaty	PCT/IB2006/003020	10/26/2006

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
DERMYTOL	EUTM	7281736	July 23 2010
DERMYTOL	UK	UK00907281736	July 23 2010
DERMYTOL	USA	3795077	May 25 2010
DERMYTOL	USA	3747849	February 9 2010
DIABETINOL	EUTM	7281694	July 21 2009
DIABETINOL	UK	UK00907281694	July 21 2009
DIABETINOL	USA	3747814	February 9 2010

Trademark Applications

Mark	Jurisdiction	Application Number	Application Date
DERMYTOL	USA	90092044	August 4 2020
DIABETINOL	USA	90092035	August 4 2020

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date
Study Proposal	USA	TXu002015284	11/03/2016
KGK Study Proposal – Igy Nutrition	USA	TXu 2-017-051	11/29/2016

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date
Bioavailability proposal	USA	1-4550848464	03/07/2017
Cog proposal	USA	1-4551135286	03/07/2017
Cognition proposal	USA	1-4551135707	03/07/2017
Curcumin BA proposal	USA	1-4551135932	03/07/2017
Menopause proposal	USA	1-4551136037	03/07/2017
Multivitamin proposal	USA	1-4551136143	03/07/2017
NTx proposal	USA	1-4551136179	03/07/2017
OA proposal	USA	1-4551330255	03/07/2017
Oral Health proposal	USA	1-4551330341	03/07/2017
UTI proposal	USA	1-4551330377	03/07/2017