## 507960967 06/15/2023

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8008104

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
ELI D EHRENPREIS	06/06/2023	

### **RECEIVING PARTY DATA**

Name:	GI PHARMACEUTICALS, INC. AKS E2BIO CONSULTANTS
Street Address:	8918 N. KELLER AV.
City:	SKOKIE
State/Country:	ILLINOIS
Postal Code:	60076

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	11633352

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	0015288.0015	
NAME OF SUBMITTER:	ADAM K SACHAROFF	
SIGNATURE:	/adamksacharoff/	
DATE SIGNED:	06/15/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

## **Total Attachments: 2**

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PATENT 507960967 REEL: 063956 FRAME: 0890

#### PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made as of <u>June 6, 2023</u> (the "Effective Date") by Eli D. Ehrenpreis a United States citizen, having an address at 8918 N. Keller Av., 5kokie, IL 60076, ("Assignor"), in favor of GI Pharmaceuticals, Inc., aka E2Bio Consultants an Illinois company, having a principal place of business at 8918 N. Keller Av., 5kokie, IL 60076 (the "Assignee").

#### RECITALS

A. The following inventions have been filed and registered with the United States Patent Office and identified by the following:

Title	<u>App</u> Number	Filing Date	<u>Pat Number</u>	Issue Date
Diclofenac and Hyaluronic Acid Combination	16/776,984	30-Jan-2020	11,633,352	25-Apr-2023
Treatment For Oral Leukpolakia				

(hereinafter the "Intellectual Property").

- B. Assignor is the owner of all rights, titles and interests in the Intellectual Property and all inventions, designs, subject matter, technology disclosed therein, and its functionality that is covered by the Intellectual Property.
- C. Assignor now desires to transfer to the Assignee all rights to make, use and sell all inventions, processes, uses, designs and technology covered under all claims of such Patent and all other rights, titles and interests in the Patent of any type or nature.

### CLAUSES

- 1. <u>Consideration.</u> For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor hereby irrevocably assigns, transfers and sells the Patent to Assignee.
- 2. Grant of Exclusive Rights to Patent. Assignor hereby irrevocably grants, conveys, transfers, alienates and assigns exclusively to Assignee all of Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to Intellectual Property identified above, any and all patent applications therefore and to any and all patents which may evolve therefrom, and the right to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world. The undersigned also assigns all of their right, title and interest in and to said invention in all foreign countries, all applications for Letters Patent in foreign countries on said invention and any Patents which may evolve therefrom, including the right to claim International Convention priority.
- 3. <u>Further Instruments</u>. Assignor will execute, acknowledge and deliver to Assignee, on demand, such further instruments and documents which relate to the Patent or transfers thereof set forth in this Assignment as Assignee may request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Patent and all claims or rights there under.
- 4. <u>Authorization</u>. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Patent; and (iii) to perform all of its obligations under this Assignment.

PATENT REEL: 063956 FRAME: 0891

- Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Assignment supersedes any prior understandings, written agreements or oral arrangements between the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.
- Complete Understanding. This Assignment constitutes the complete understanding between the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.
- 7. Applicable Law. The laws of the State of Illinois shall govern all aspects of this Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge the aforesaid court shall have exclusive jurisdiction over this Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens.
- Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.
- Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.
- 10. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by persons duly authorized as of the date first written above.

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ASSIGNOR:  Eli D. Ehrenpreig	ASSIGNEE: GI Pharmae eu ticals finc. Sig:
Print Name: <u>Eli D. E kvesfreis</u>	Print Name: <u>Eli D. Ehrerp</u> vei;
	Title: <u>President</u>

Document1

PATENT REEL: 063956 FRAME: 0892

RECORDED: 06/15/2023