508017992 07/19/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8065143

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
INVENTIA HEALTHCARE LIMITED	07/06/2023

RECEIVING PARTY DATA

Name:	NUTRIVENTIA LIMITED
Street Address:	UNIT 703 & 704, 7TH FLOOR
Internal Address:	SOLARIS ONE PREMISES CO-OPERATIVE SOCIETY LIMITED
City:	N. S. PHADKE MARG, ANDHERI (EAST)
State/Country:	INDIA
Postal Code:	400069

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	17271498
Application Number:	17753015
Application Number:	17755498
Application Number:	18002440
Application Number:	18304269
Application Number:	18250782
Application Number:	18257160
Application Number:	18260956
Application Number:	18001567

CORRESPONDENCE DATA

Fax Number: (202)420-2201

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: 12024202200

Email: judy.yeddo@blankrome.com

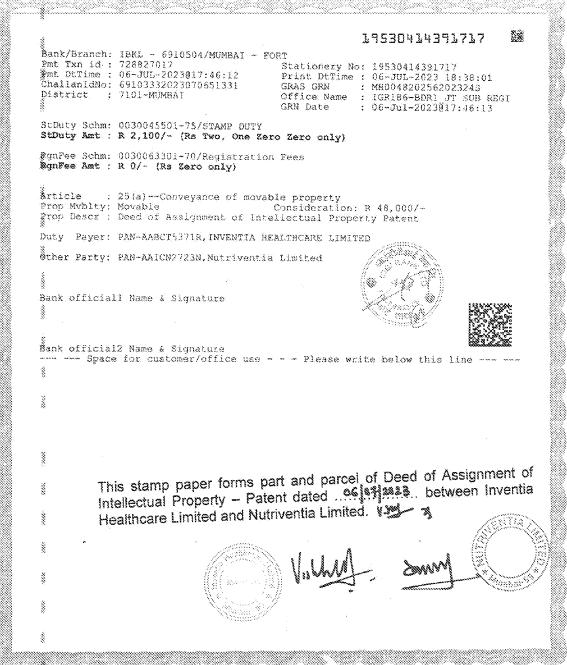
Correspondent Name: BLANK ROME LLP
Address Line 1: 1825 EYE STREET NW

Address Line 4: WASHINGTON, D.C. 20006-5403

ATTORNEY DOCKET NUMBER: 135957-01000

NAME OF SUBMITTER:	JUDY YEDDO
SIGNATURE:	/Judy Yeddo/
DATE SIGNED:	07/19/2023
Total Attachments: 16	
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SETP IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY - PATENTS

BETWEEN

INVENTIA HEALTHCARE LIMITED

AND

NUTRIVENTIA LIMITED







DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY - PATENTS

This Deed of Assignment of Intellectual Property - Patents("Deed") is made on this and day of July, 2023 ("Execution Date"), between:

INVENTIA HEALTHCARE LIMITED, company incorporated under the provisions of the Companies Act, 1956, having its registered office at Unit No. 703 and 704, 7th floor, Solaris One Premises Co-operative Society Limited, N. S. Phadke Marg, Andheri (East), Mumbai 400069, having Corporate Identification Number U24239MH1985PLC037597 (hereinafter referred to as the "Assignor", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, subsidiaries, successors, and permitted assigns) of the FIRST PART; and

NUTRIVENTIA LIMITED, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Unit No. 703 and 704, 7th floor, Solaris One Premises Co-operative Society Limited, N. S. Phadke Marg, Andheri (East), Mumbai 400069, having Corporate Identification Number U15100MH2022PLC383483 (hereinafter referred to as the "Assignee", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, subsidiaries, successors, and permitted assigns) of the OTHER PART.

The Assignor and the Assignee are hereinafter collectively referred to as the "Parties", and severally as a "Party".

RECITALS

WHEREAS:

- A. The Assignee is a public limited company and is a wholly owned subsidiary of the Assignor.
- B. The Parties have entered into a Business Transfer Agreement of even date ("BTA"), pursuant to which the nutraceuticals and food business of the Assignor is transferred to the Assignee for the Sale Consideration (defined in the BTA).
- C. Pursuant to the BTA, the Assignor has agreed to sell, transfer and assign, as a part of nutraceuticals and food business, the Patents along with the goodwill to and unto the Assignee for use and/or consumption and/or exploitation, and the Parties are, therefore, executing this Deed for the purposes of recording the assignment and transfer of the Patents from the Assignor to the Assignee and if required, may execute a similar Deed for the territory of Japan or such other territory as may be required by the law.

Page | 2

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D. The Parties are now desirous of entering into this Deed to record the transfer of certain Intellectual Property - Patents from the Assignor to the Assignee.

NOW, THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions herein contained the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In addition to the terms defined in the introduction to, recitals of and the text of this Deed, whenever used in this Deed, unless repugnant to the meaning or context thereof, the following words and terms shall have the meanings set forth below:

- 1.1.1 "Competent Authority" means and includes any nation or government or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government, including any government or non-government department or governmental, quasi-governmental, supranational, national, state, municipal, local, statutory, regulatory or investigative body, authority, agency, bureau, board, commission, association, institution, department, court of judicial authority, arbitrator, tribunal, any securities exchange or body or authority regulating such securities exchange or instrumentality of India or any other jurisdiction, as applicable, or any political subdivision thereof or any other applicable jurisdiction, and includes a Tax Authority.
- 1.1.2 "Effective Date" shall be 1st April 2023.
- "Intellectual Property Patents" means and includes all rights in and in relation to the Intellectual Property - Patents of the Assignor as set out in Schedule 1 including, but not limited to patents, trade secrets, know-how, inventions, designs, processes, works of authorship, manuals, documentation, industrial models, formulations, database rights, methodologies, computer programs etc., whether registered or not and including applications for registration, in process applications pending for registrations, used and/or owned by the Assignor, if any, anywhere in the world.
- "Law" means (a) any applicable law, statute, constitution, regulation, treaty, ordinance, ruling, judgement, any applicable principle of common law, civil law or equity or any rules, regulations, ordinances, bye-laws, notification, codes, circulars, guidelines, press notes, press releases, pronouncement, requirement, injunctions, direction, action, instruction, judgements, awards and decrees or decision of or agreements with any Competent Authority including any amendments thereo. (b)

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orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Competent Authority.

- 1.1.5 "Person" means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, Competent Authority or any agency or political subdivision thereof or any other entity that may be treated as a person under the applicable Law.
- 1.1.6 "Third Party" shall mean any person not a party to this Deed.

1.2 Interpretation

In this Deed where the context admits:

- 1.2.1 Singular, plural, gender: References to 1 (one) gender shall include all genders, and references to the singular shall include the plural and vice versa.
- 1.2.2 Schedules, etc.: References to this Deed shall include any Recitals, Schedules and Annexures to the Agreement, and references to Clauses, Schedules and Annexures are to Clauses of, and Schedules and Annexures to, this Agreement. References to paragraphs and parts are to paragraphs and parts of the Schedules.
- 1.2.3 Information: References to books, records or other information shall mean books, records or other information in any form, including paper, electronically stored data, magnetic media, film and microfilm.
- 1.2.4 The term "knowledge" shall mean all the data, facts, information by whatever name called that the Assignor has or should have had upon application of reasonable care and diligence, including after due inquiry.
- 1.2.5 Headings: Headings shall be ignored in interpreting this Agreement.
- 1.2.6 Modification etc. of statutes: References to any Law shall include any such Law as from time to time modified or re-enacted or consolidated, whether before or after the Execution Date.
- 1.2.7 Recitals: The recitals shall form an integral part of this Agreement.
- 1.2.8 Documents: References to any document, agreement or contract shall mean and include a reference to that document, agreement or contract as varied, amended, supplemented, substituted, novated or assigned from time to time in accordance with the terms of the respective document, agreement or contract and/or this Deed (as applicable).

Page | 4

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1.2.9 References to including etc.: Any phrase introduced by the terms "including", "include, in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms, and the terms "herein," "hereof," "hereto", "hereunder" and words of similar import refer to this Deed as a whole.

2. ASSIGNMENT

- 2.1 On the mutual covenants hereinafter set out and in consideration of the sum as set out in Clause 3 to be paid by the Assignee to the Assignor, Assignor hereby absolutely, perpetually, irrevocably and uninterruptedly sells, assigns, conveys, transfers unto the Assignee all right, title, claim and interest, benefit, goodwill in Intellectual Property Patents throughout the world and in perpetuity.
- 2.2 The Assignor agrees that on and from the Effective Date, the Assignee shall own all rights, title and interest which the Assignor may have, if any, in and to all the Intellectual Property Patents, as of the Effective Date and the Assignor shall thereafter have no right, title, claim or interest in or in relation to the same.
- 2.3 The Assignor acknowledges and agrees that, notwithstanding the provisions of applicable Laws, all assignments granted under this Deed shall not lapse or revert or be deemed to lapse or revert to the Assignor. Further, the Assignor hereby irrevocably waives any right to raise any objection or other claims before any Competent Authority with respect to any right in and to any of the Intellectual Property Patents under the provision(s) of any applicable Laws.
- 2.4 The Assignor irrevocably and unconditionally waives and shall cause its employees and contractors and/or agents to waive in favor of the Assignee any "moral rights", "authors special rights" or other rights with respect to attribution of authorship or integrity in relation to any of the Intellectual Property Patents in so far as legally possible in any part of the world.
- 2.5 The Assignor shall execute and deliver to the Assignee, such further assignments and related documents with respect to any of the Intellectual Property Patents, if required and as applicable, as per the request of the Assignee and in order to vest the title to any of the Intellectual Property Patents in the name of the Assignee.
- 2.6 The Assignee shall have the exclusive right to initiate any action, claim, demand or proceeding to obtain relief (and to retain any damages recovered) in respect of any infringement, passing off, or unauthorized use of the Patents and violation of any or all rights in the Patents.

3. CONSIDERATION

The Parties hereby agree that since the assignment of the Intellectual Property.

Patents is a part of the slump sale by the Assignor to the Assignee, the consideration

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for assignment of Intellectual Property - Patents is covered and included in the slump sale consideration. For the purpose of the stamp duty, the value assigned to the Intellectual Property - Patents is INR 48,000 (Indian Rupees Forty-Eight Thousand only).

4. REPRESENTATIONS AND WARRANTIES

- 4.1 The Assignor represents and warrants to the Assignee, that as of the Effective Date, all the Intellectual Property Patents vest solely and exclusively in the Assignor (as stated in Schedule 1 hereto), free from all charges, liens, encumbrances and claims and the Assignor has a good and marketable title to the all the Intellectual Property Patents.
- 4.2 The Assignor represents and warrants to the Assignee that, no Third Party actions, claims or legal proceedings have been made or filed against the Assignor in connection with the Assignor's ownership of the Intellectual Property Patents, except as stated in the Schedule 1 hereto.
- 4.3 The Assignor represents and warrants to the Assignee that it has not entered into any contracts, arrangements or understandings, written or oral, relating or pertaining to any Intellectual Property Patents, to, or in favour of any Third Party which could prevent the transfer and/or the assignment of the Intellectual Property Patents and/or the rights, title, interest, property or benefit of the Assignor therein to and in favour of the Assignee in terms of this Deed.
- 4.4 The Assignor represents and warrants to the Assignee that no rights or licenses in relation to any of the Intellectual Property - Patents has been granted by the Assignor to any Third Parties.
- 4.5 The Assignor further represents and warrants to the Assignee that, the Assignor has and shall have full and sufficient right, power and authority to assign all the Intellectual Property Patents and the Assignor has no obligations to any Third Party that shall in any way limit or restrict its ability to assign the same in the manner provided herein and consummate the transactions contemplated hereunder.

5. INDEMNITY

5.1 The Assignor shall, at its own cost and expense, on or prior to the Effective Date (even if such claims relate to or arise out of, the period prior to the Effective Date and are made/ raised subsequent to the Effective Date till the Closing Date), indemnify and hold the Assignee harmless against and in respect of any and all claims, losses, damages, actions, expenses, costs or other liabilities (including reasonable attorney's fees) incurred or suffered by the Assignee arising out of or in connection with:

any defect in or challenge to the title of the Intellectual Property - Patents assigned under this Deed; or

Page | 6

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5.1.2 breach of any of its representations or warranties contained herein.

6. MISCELLANEOUS

6.1. Stamp Duty

Stamp duty, if any, leviable on this Agreement or the transaction contemplated herein shall be solely borne by the Assignor.

6.2. Costs

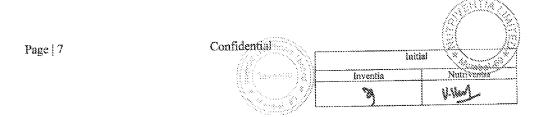
Except as otherwise expressly provided in this Agreement, the costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants shall be borne by each party respectively.

6.3. Further Assurances

- 6.3.1. The Assignor shall for the purpose of perfecting the title of the Assignee in the Intellectual Property Patents, if required, execute and file any documents required to be executed and filed with any Competent Authority, at the request and expense of the Assignee, and the Assignor shall do so and shall also provide such information and documents as may be requested from time to time by the Assignee.
- 6.3.2. The Assignor shall, at any time and from time to time upon the written request of the Assignee:
 - 6.3.2.1. promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as the Assignee may deem necessary or desirable in obtaining the full benefits of this Deed and of the rights and ownership granted pursuant hereto; and
 - 6.3.2.2. do or procure to be done each and every act or thing which the Assignee may from time to time reasonably require to be done for the purpose of enforcing its rights under this Deed.

6.4. Notices

Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by courier service, by electronic mail or by facsimile) to the postal address and electronic mail address mentioned below (or to such other postal address and electronic mail address as such Party shall have specified in a written notice given to the other Party hereto):



To the Assignor:

Atm.

Mr. Janak Shah

Address

Unit 703-704, 7th Floor,

Solaris One Premises Co-operative Society Limited,

N S Phadke Marg,

Andheri (East), Mumbai 400 069

Email

janak.shah@inventia.com

To the Assignee:

Attn.

Mr. Vishal Shah

Address

Unit 703-704, 7th Floor,

Solaris One Premises Co-operative Society Limited,

N S Phadke Marg,

Andheri (East), Mumbai 400 069

Email

vishal@nutriventia.com

6.5. Counterparts

This Agreement may be executed in 1 (One) or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any 1 (One) or more of such originals or counterparts. The Parties hereby agree to execute, if required a similar Deed for no further consideration, for any territory specific requirement with respect to the assignment of Intellectual Property - Patents from Assignor to the Assignee.

6.6. Waiver

- 6.6.1. No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.
- 6.6.2. Neither Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

Page | 8

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Amendments 6.7.

This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Parties.

Severability 6.8.

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not, affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

Successors and Permitted Assigns 6.9.

The provisions of this Deed will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither party may assign any of its rights or delegate any of its obligations under this Deed without the written consent of the other Party which consent may be withheld in its sole and absolute discretion and any assignment or attempted assignment in violation of the foregoing will be null and void.

Governing Law and Jurisdiction 7.

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the provisions of Clause 8 (Arbitration), the Courts of Mumbai shall have exclusive jurisdiction over the matters arising out of or in relation to this Agreement.

Arbitration 8.

- In case of any dispute arising out of or in relation to this Agreement between the 8.1. Parties, such dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), which Arbitration Act is deemed to be incorporated by reference into this Clause 8. This Agreement and the rights and obligations of the Parties contained in this Agreement shall remain in full force and effect pending issuance of the award in such arbitration proceedings, which award, if appropriate, shall determine whether and when any termination shall become effective.
- The arbitration shall be presided over by a sole arbitrator appointed in accordance 8.2. with the Arbitration Act.

8.3. T	ne seat and venue of arbitration shall be Mumbai and any award shall	be trunted a	3
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an award made at the seat of the arbitration. The language to be used in the arbitral proceedings shall be English. The arbitrator shall reach and render a decision in writing, which shall be delivered to the Parties. The arbitrator shall decide any dispute or claim strictly in accordance with the governing law specified in Clause 7.

- 8.4. The award rendered by the arbitrator shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the parties thereto shall bear such costs or in what proportions such costs shall be borne by such Parties.
- 8.5. The award rendered by the arbitrator shall be final, binding on and conclusive for all Parties to this Agreement, and shall not be subject to appeal and shall be subject to forced execution in any court of competent jurisdiction.
- 8.6. Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED ON THE DATE SET OUT ABOVE.

Signed for and on behalf of INVENTIA HEALTHCARE LIMITED

Name - Janak Shah

Designation - Chairman and Managing Director

DIN-0019819

Signed for and on behalf of NUTRIVENTIA LIMITED

Name - Vishal Shah

Designation - Chairman and Director

DIN - 05349303

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Schedule 1- Details and Particulars of Intellectual Property - Patents

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PATENT

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	Application Filed		18.08.2022	IN- Complete		
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	Application Filed	-	21.04.2021	National Phase filing	10-2021-7011922	17
ed Curcuminoids Composites	Application Filed	30,09.2023	26.03.2021	National Phase filing	GB2104314.6	16
ed Curcuminoids Composites	Application Filed	30.09.2023	26.03.2021	National Phase	EP19867319.6	15
ed Curcuminoids Composites	Application Filed	1	22.03.2021	National Phase filing	JP2021-517019	7
ed Curcuminoids Composites	Application Filed	25,09,2023	09.03.2021	National Phase filing	CA3112567	ឌ
ed Curcuminoids Composites	Application Filed	25.09.2023	03.03.2021	National Phase filing	AU2019350611	12
ed Curcuminoids Composites	Application Filed	1.	25.02.2021	National Phase filing	US 17/271,498	-
ed Stable prolonged release formulation of vitamin C and a process for preparation thereof	Application Filed		6.08.2021	IN- Complete		
ed Stable prolonged release formulation of vitamin C and a process for preparation thereof	Application Filed	Ĭ	25.12.2020	IN-Provisional	IN202021056476	5

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comprising Capsaicinoids and a Process for Preparation thereof				specification		
Modified Release Formulation	Application Filed	ŀ	14.10.2022	IN-Complete	IN202221058793	29
Ashwagandha SR	Application Filed	;	17.08.2022	PCT	PCT/IB2022/057698	ည
process for preparation thereof					***************************************	
formulation of vitamin C and a				filing		*****
Stable prolonged release	Application Filed	;	30.06.2022	National Phase	10-2022-7022551	27
process for preparation thereof					***************************************	
formulation of vitamin C and a	-					
Stable prolonged release	Application Filed	1	07.06.2022	PCT	GB2208313.3	26
process for preparation thereof		***************************************				
formulation of vitamin C and a						
Stable prolonged release	Application Filed	\$	24.08.2021	PCT	PCT/IB2021/057747	25
comprising melatonin						
Modified release composition	Application Filed	}	05.05.2022	PCT	PCT/IB2021/059955	22.4
compositions				filing		
Gut-protective Boswellic acid	Application Filed	Wilson	29.04.2022	National Phase	17/755,498	ß
				filing		
Compositions				National Phase		
Non-Staining Curcumin	Application Filed	Ì	15.02.2022	Complete	US17/753,015	22
Psyllium	Application Filed	4.2	04.01.2022	IN- Complete	IN202221000309	M
Melatonin SR	Application Filed	9,12	28.10.2021	PCT	PCT/IB2021/059955	20
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39	PCT/IB2021/055012	PCT FILING	08.06.2021	Ì	Application filed	Celery water dispersible
\$	App no:	IN-Provisional	25.11.2020	1	Application filed	Non colouring turneric
	202021051211					formulation
		IN-Complete	22.11.2021	3	Application filed	Non colouring turmeric
						formulation
4	IN202221010598	IN- Provisional	28.02.2022	ş	Application filed	Celery water soluble
	IN202321004829	IN- Provisional	24.01.2023	3 ,	Application filed	Celery water soluble
	IN202221010598	IN- Complete	22.02.2023	area.	Application filed	Celery water soluble
25	US18/001,567	National Phase	12.12.2022	5.	Application filed	Celery water dispersible
		filing				
\$ 3	AU2021286954	National Phase	09.12.2022	08-06-2025	Application filed	Celery water dispersible
		filing				
44	EP21821725.5	National Phase	12.12.2022	08-06-2023	Application filed	Celery water dispersible
		filing		-		
45	GB2218613.4	National Phase	12.12.2022	į.	Application filed	Celery water dispersible
		filing				
\$	KR10-2022-7043564	National Phase	12.12.2022	*	Application filed	Celery water dispersible
		filing				
47	RU2023100036	National Phase	09.01.2023	S e	Application filed	Celery water dispersible
		filing				,
<u></u> 4.	PCT/IB2023/051673	PCT FILING	23.02.2023	1	Application filed	Celery water soluble

PATENT RECORDED: 07/19/2023 REEL: 064308 FRAME: 0901