

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8184919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT RICHARDS	04/21/2023
RECEIVING PARTY DATA	
Name:	BIOPHYX LLC
Street Address:	100 GARDNER AVENUE
City:	CLAWSON
State/Country:	MICHIGAN
Postal Code:	48017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18372169
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:	12033290289
Email:	ndgershon@gmail.com
Correspondent Name:	NEIL D. GERSHON
Address Line 1:	1200 HIGH RIDGE ROAD
Address Line 4:	STAMFORD, CONNECTICUT 06905
ATTORNEY DOCKET NUMBER:	3940 CON
NAME OF SUBMITTER:	NEIL D. GERSHON
SIGNATURE:	/Neil D. Gershon, Reg. # 32,225/
DATE SIGNED:	09/25/2023
Total Attachments: 4	
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of April 21, 2023, by and between ROBERT L. RICHARDS (the "Assignor") and BIOPHYX LLC, a Michigan limited liability company (the "Company"). The parties hereto agree as follows:

AGREEMENT

1. In consideration of the Company's agreement to issue Company stock to Assignor, Assignor hereby irrevocably assigns, sells, transfers and conveys to the Company all right, title and interest, on a worldwide basis, in and to the technology, property and/or assets described in **Schedule 1** attached hereto (the "**Property**"). In full consideration for such transfer of the Property, the receipt and sufficiency of which is hereby acknowledged by Assignor, the Company shall grant to Assignor shares of its Common Stock (the "**Payment**"). Assignor hereby acknowledges that Assignor retains no right to use the Property and agrees not to challenge the validity of the Company's ownership of, or intellectual property rights in, the Property and acknowledges that the Company has the sole right to sue for present, past and future infringement in the U.S. and all foreign countries.

2. Upon each request by the Company, without additional consideration, Assignor agrees to promptly execute documents, testify and take other actions at the Company's expense as the Company may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned under this Agreement, and render all necessary assistance in making application for and obtaining original, continuing, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Company's name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Agreement, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned under this Agreement.

3. Assignor shall deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Company from and after the execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

4. Assignor represents and warrants to the Company that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned in this Agreement, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of Assignor, (e) to the best of Assignor's knowledge, none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving,

creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound and (h) Assignor has maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party.

5. Assignor further represents and warrants to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Property. Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Property or any part thereof.

6. Assignor will indemnify and hold harmless the Company, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "*Claim*") set forth in this Agreement, provided that the Company gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

7. This Agreement and the Schedule attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

8. This Agreement will be governed and construed in accordance with the laws of the State of Delaware, as such laws are applied by Delaware courts to contracts made and to be performed entirely in Delaware by residents of that state. Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in the county in which the Company has its principal offices for any lawsuit filed there against Assignor by the Company arising from or related to this Agreement.

9. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

10. Failure by either party to exercise any of its rights under this Agreement shall not constitute or be deemed a waiver or forfeiture of such rights.

11. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

[Remainder of page intentionally left blank]

The undersigned have executed this **ASSIGNMENT AGREEMENT** as of the date set forth above.

COMPANY:

BIOPHYX LLC

By: _____

Name: Robert L. Richards

Title: Authorized Member

ASSIGNOR:

By: _____

Robert L. Richards

Assignment Agreement
Richards
Signature Page

SCHEDULE 1 TO ASSIGNMENT AGREEMENT

DESCRIPTION OF TECHNOLOGY, PROPERTY AND/OR ASSETS

All Assignor's discoveries, ideas, business plans, concepts, improvements, domain names, social media handles, knowledge, know-how, processes, information, data, data collections, procedures, processes, techniques, designs, drawings, flow charts, trade secrets, works of authorship and trademarks used in connection with or related to the Business of the Company, including brand names, product names, logos and slogans, and associated goodwill. The "Business of the Company" mean the design, development, commercialization, and sale of the Watson-Flex product as described in the patent applications below, and improvements thereof.

- The Pre-Existing Patents listed below
 - US 63/104,569, filed October 23, 2020
 - US 63/134,782, filed January 7, 2021
 - US 17/920,458, filed November 23, 2022
 - US 18/134,613, filed April 17, 2023
 - PCT US2021/056510, filed October 23, 2021
- All continuations, divisions, continuations in part, reissues of the above and/or other patent applications or patents related to the Business of the Company
- All foreign applications and patents claiming priority to the patent applications listed above and/or related to the above patent applications or the Business of the Company, including the foreign filings listed below:

India: # 202317029717
European Union: #21884067.6