

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8297208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
WELLSTAT OPHTHALMICS CORPORATION		08/14/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PHARMA CINQ, LLC	
<b>Street Address:</b>	1601 RESEARCH BOULEVARD	
<b>City:</b>	ROCKVILLE	
<b>State/Country:</b>	MARYLAND	
<b>Postal Code:</b>	20850	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	17172202	
<b>Patent Number:</b>	10946063	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(703)712-8525	
<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>		
<b>Phone:</b>	7037128522	
<b>Email:</b>	docketing@medlerferro.com, mrao@medlerferro.com	
<b>Correspondent Name:</b>	MEDLER FERRO WOODHOUSE & MILLS	
<b>Address Line 1:</b>	8201 GREENSBORO DRIVE	
<b>Address Line 2:</b>	SUITE 1060	
<b>Address Line 4:</b>	MCLEAN, VIRGINIA 22102	
<b>ATTORNEY DOCKET NUMBER:</b>	0288-0047US1_US2	
<b>NAME OF SUBMITTER:</b>	MINXI RAO, REG. NO. 76886	
<b>SIGNATURE:</b>	/Minxi Rao/	
<b>DATE SIGNED:</b>	11/28/2023	
<b>Total Attachments: 14</b>		
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of August 14, 2023, is executed and delivered by Samuel J. Wohlstadter (“**SJW**”), Nadine H. Wohlstadter (“**NHW**”), Wellstat ImmunoTherapeutics, LLC (“**ImmunoTherapeutics**”), Wellstat Ophthalmics Corporation (“**Ophthalmics**”), and Defined Diagnostics, LLC (f/k/a Wellstat Diagnostics, LLC, “**Diagnostics**”), together with their respective successors and assigns (hereinafter collectively referred to as the “**Sellers**”), to Pharma Cinq, LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement (as hereinafter defined).

WHEREAS, under the terms of that certain Agreement (the “**Agreement**”), dated July 27, 2023, by and among SJW, NWH, Buyer and Madison VA Holdings, LLC, Sellers have agreed, among other things, to sell, convey, assign and transfer to Buyer certain assets of Sellers, which include certain intellectual property rights of Sellers, including the Assigned Patent Rights (as defined below) of Sellers;

WHEREAS, in connection with such sale, conveyance, assignment, and transfer of the Assigned Patent Rights, Sellers deliver this Patent Assignment for recording with the United States Patent and Trademark 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 is hereby acknowledged, Sellers hereby irrevocably sell, convey, assign and transfer to Buyer, and Buyer hereby accepts, all of Sellers’ right, title, and interest in and to the following, free and clear of all liens, claims, encumbrances and other interests, pursuant to the terms set forth in the Agreement:

(a) (i) all patents and patent applications (including provisional patent applications) in any jurisdiction, together with all divisionals, continuations, continuations-in-part, and international applications that claim priority to, or common priority with, the foregoing; (ii) all patents issuing therefrom (including utility models and design patents and certificates of invention); (iii) all reissues, reexaminations, inter partes reviews, renewals, restorations, extensions and supplementary protection certificates of any of the foregoing patent applications or patents; (iv) all confirmation patents, registration patents or patents of addition based on any of the foregoing patents; and (v) all foreign counterparts of any of the foregoing, or as applicable portions thereof (all of the foregoing items under clauses

(i) through (v), “**Patent Rights**”), in each case of clauses (i) through (v), that are owned by ImmunoTherapeutics, Ophthalmics, or Diagnostics, including without limitation the Patent Rights set forth on Schedule 1 hereto, together with the right to file applications and obtain Patent Rights;

(b) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (as all of the foregoing items under clauses (a) and (b), the "**Assigned Patent Rights**"); and

(c) all inventions, know-how, trade secrets, methods, procedures, and other technologies, whether or not patented or patentable, pertaining to the subject matter claimed in the Assigned Patent Rights (the "**Assigned Know-How**")

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. As of and following the date hereof, and in accordance with the terms of the Agreement, Sellers shall promptly execute and deliver such documents as Buyer or its counsel may reasonably request, and take such further actions, to effectuate the purposes of this Patent Assignment, 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 Patent Rights to Buyer, or any assignee or successor thereto.

3. Terms of the Patent Assignment. This Patent Assignment, the Agreement and the schedules, annexes, and exhibits thereto, any other document required under the Agreement contain the entire understanding between and among the parties hereto with respect to the transactions contemplated by hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. The Parties acknowledge and agree that this Patent Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned Patent Rights. Sellers and Buyer, by their execution of this Patent Assignment, hereby acknowledge and agree that neither the representations, warranties, covenants, agreements and indemnities, nor the rights and remedies of any party under the Agreement shall be deemed to be enlarged, decreased, modified, or altered in any way by this Patent Assignment. In the event of any inconsistencies or conflicts between this Patent Assignment and the Agreement, the terms of the Agreement shall govern.

4. Assignment. Buyer may freely transfer, assign or delegate this Patent Assignment, in whole or in part, without Sellers' prior written consent.

5. Amendments; Waivers. This Patent Assignment may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

6. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Patent Assignment.

7. Parties in Interest. This Patent Assignment shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto. Nothing in this Patent Assignment, express or implied, is intended to confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Patent Assignment except as expressly set forth herein.

8. Governing Law. This Patent Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the United States of America and the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code.

9. Severability. In the event that any part of this Patent Assignment is declared by any court or other judicial or administrative body to be null, void, or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Patent Assignment shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Patent Assignment was executed or last amended.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Patent Assignment Agreement as of the date first above written.

**SELLERS:**

Samuel J. Wohlstadter

Samuel Wohlstadter

Nadine H. Wohlstadter

Nadine H. Wohlstadter

WELLSTAT OPHTHALMICS  
CORPORATION

By: Samuel J. Wohlstadter  
Name: Samuel J. Wohlstadter  
Title: CEO

WELLSTAT IMMUNOTHERAPEUTICS,  
LLC Ben

By: Samuel J. Wohlstadter  
Name: Samuel J. Wohlstadter  
Title: Managing Director

DEFINED DIAGNOSTICS, LLC  
(f/k/a WELLSTAT DIAGNOSTICS, LLC)

By: Samuel J. Wohlstadter  
Name: Samuel J. Wohlstadter  
Title: Managing Director

Address for Notices:

Additional copy to Seller's counsel:

AGREED TO AND ACCEPTED:

**BUYER:**

Pharma Cing, LLC  
Delaware limited liability company

By: 

Name: Jacob Wohlstaedter

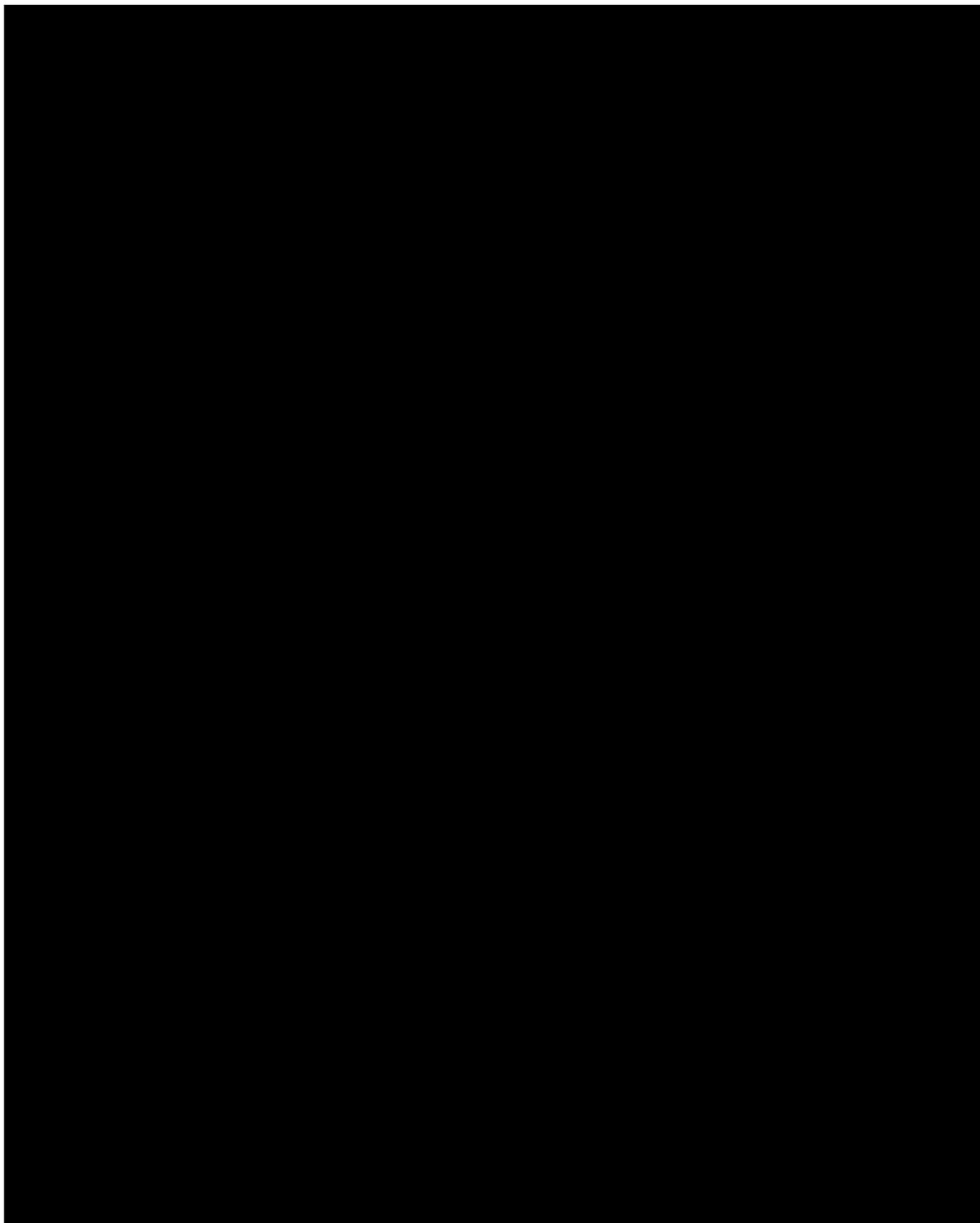
Title: President & CEO

Address for Notices:

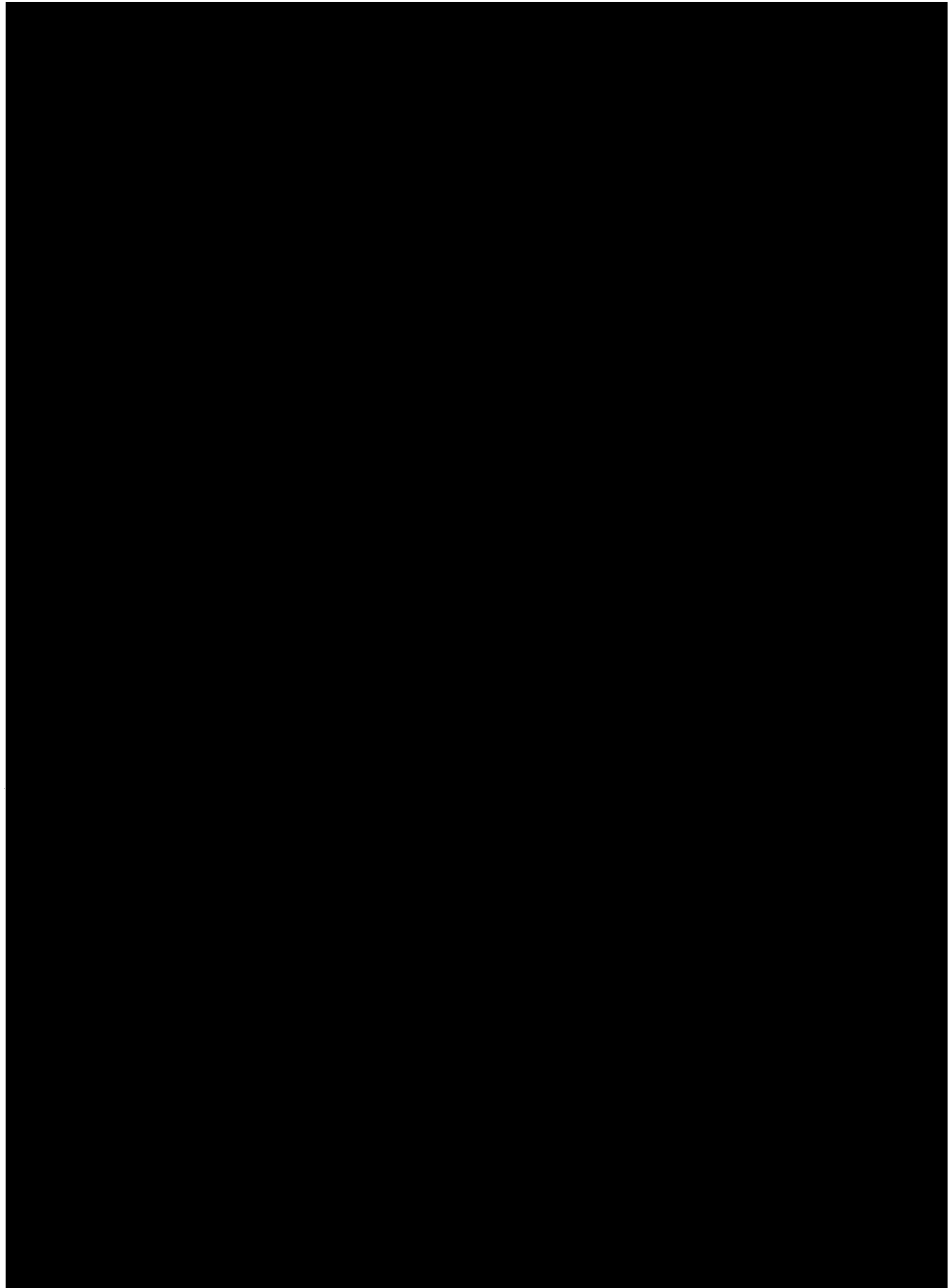
1601 Research Boulevard  
Rockville, Maryland 20850  
Attention: Chief Executive Officer  
Email: wohlstaedter@mesoscale.com

Additional copy by email to  
legal@mesoscale.com

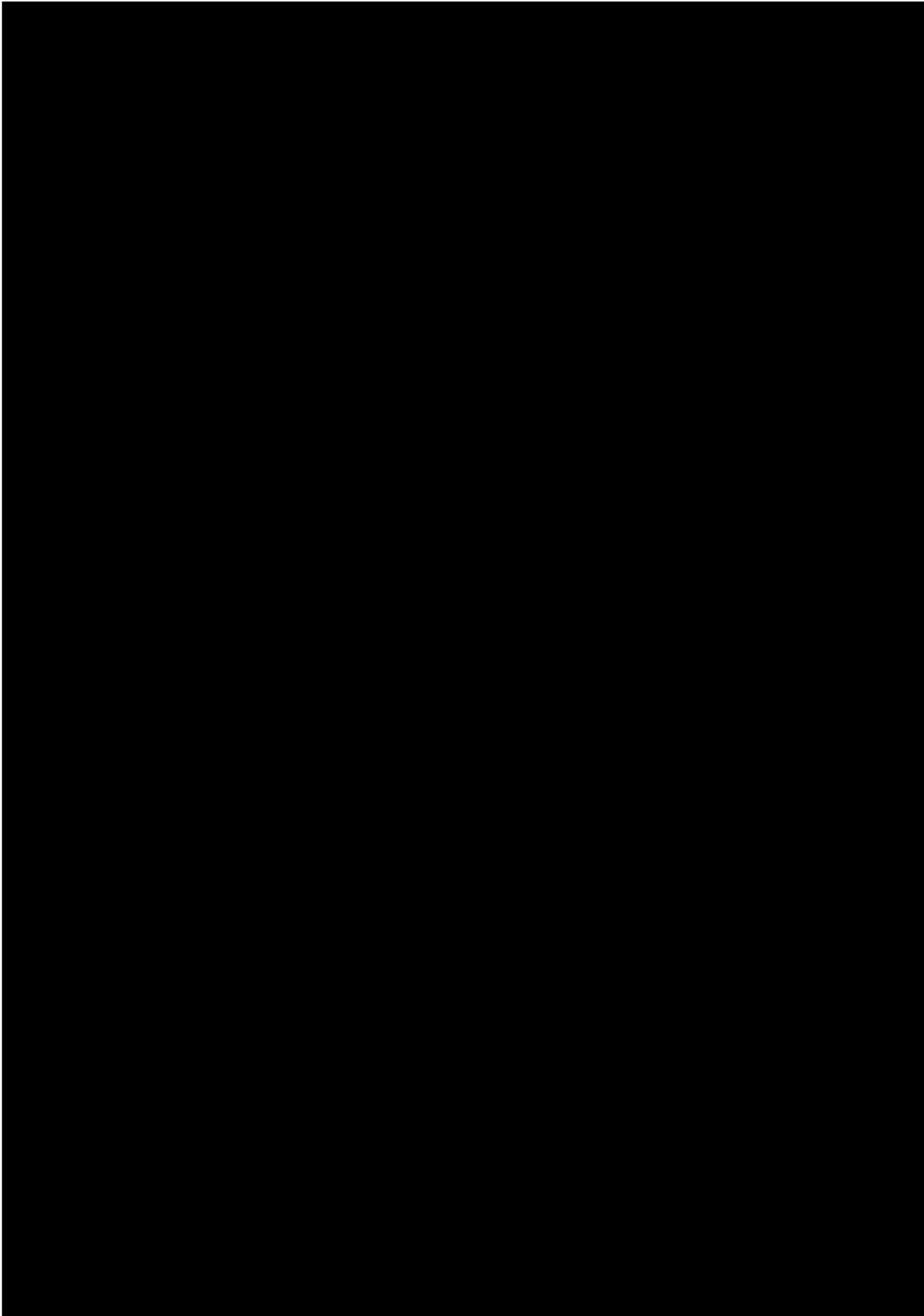
**SCHEDULE 1**  
**PATENT RIGHTS**







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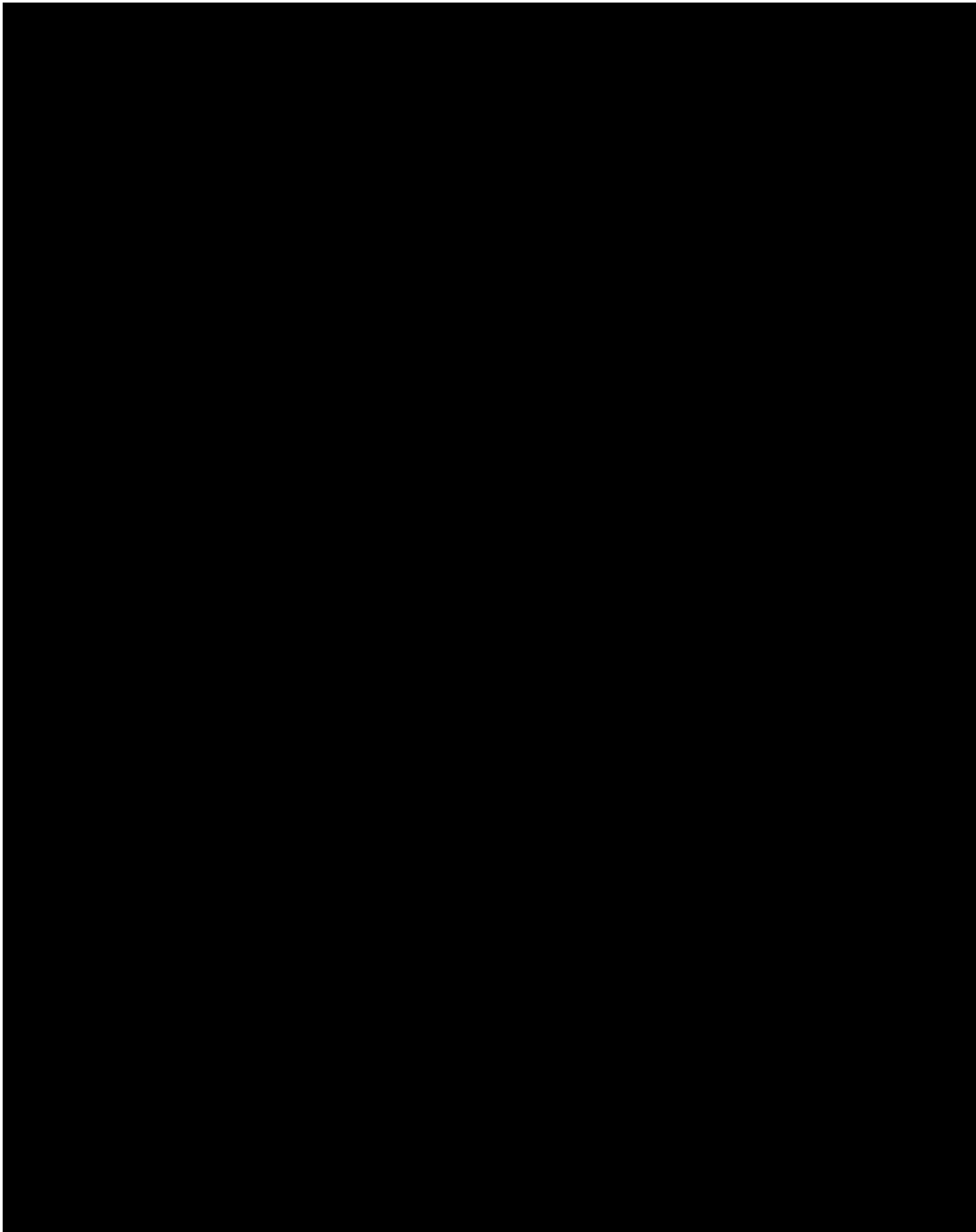


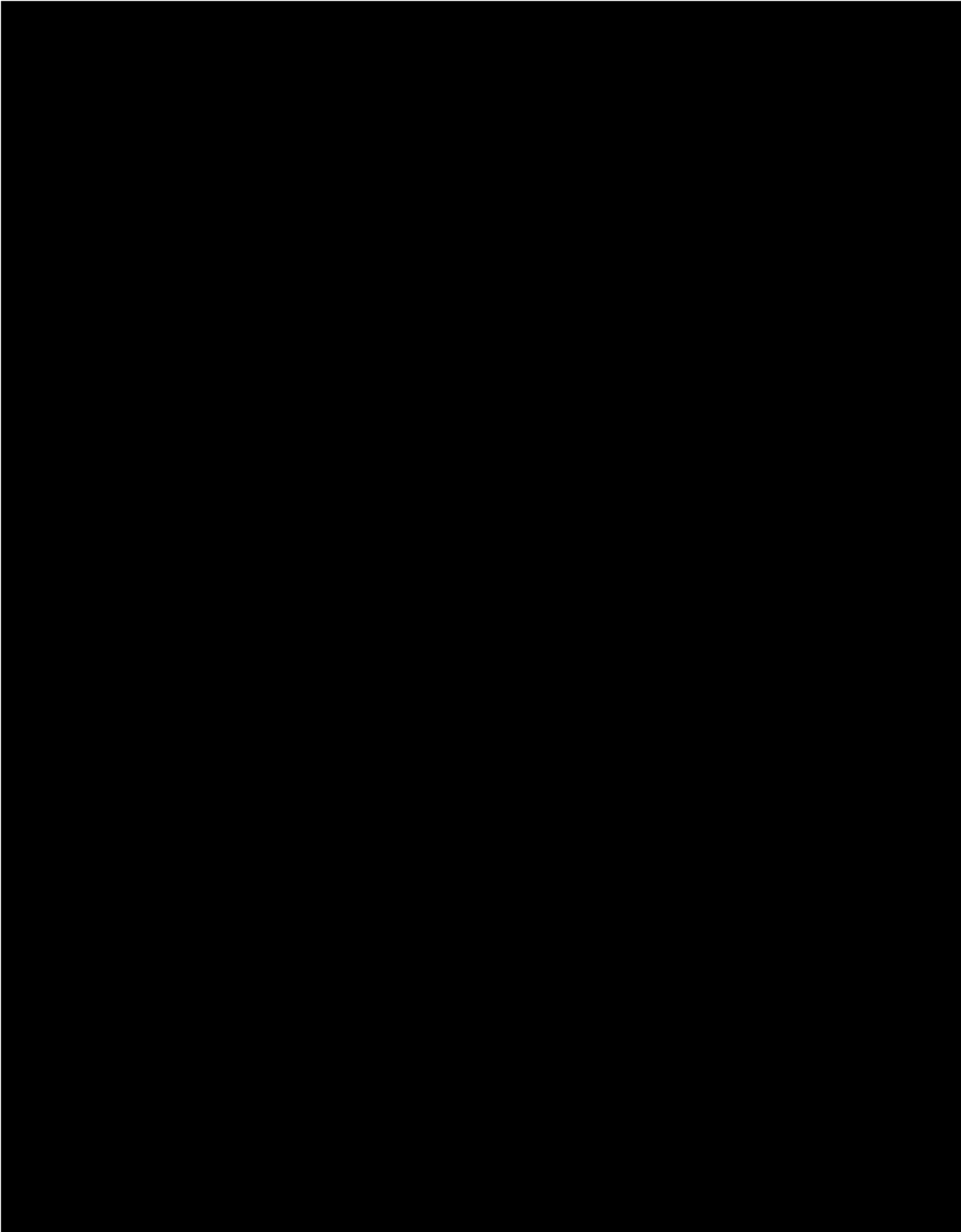
Wellstat Ophthalmics Corporation

Publication	Application number	Title	Publication date
WO2018071465A1	US2017056030W PCT/US17/056030	FUSION PROTEIN BETWEEN SHORT FORM ROD-DERIVED CONE VIABILITY FACTOR AND A HYDROPHILIC PEPTIDE	2018-04-19
AU2017344059B2/A1	AU2017344059A	Fusion protein between short form rod-derived cone viability factor and a hydrophilic peptide	2018-12-13
BR112018076674A2	BR112018076674A	proteína de fusão entre o fator de viabilidade do cone derivado de bastonetes de forma curta e um peptídeo hidrofílico	2019-04-02
CA3025977A1	CA3025977A	FUSION PROTEIN BETWEEN SHORT FORM ROD-DERIVED CONE VIABILITY FACTOR AND A HYDROPHILIC PEPTIDE	2018-04-19
CN109415423A	CN201780040158A	FUSION PROTEIN BETWEEN SHORT FORM ROD-DERIVED CONE VIABILITY FACTOR AND A HYDROPHILIC PEPTIDE	2019-03-01
EP3526238A1/A4	EP17860101A	FUSION PROTEIN BETWEEN SHORT FORM ROD-DERIVED CONE VIABILITY FACTOR AND A HYDROPHILIC PEPTIDE	2019-08-21
HK 40005252	HK19128633.5	FUSION PROTEIN BETWEEN SHORT FORM ROD-DERIVED CONE VIABILITY FACTOR AND A HYDROPHILIC PEPTIDE	2020-05-08
IL263990A	IL26399018A	Fusion protein between short form rod-derived cone viability factor and a hydrophilic peptide	2019-01-31
JP7028802B2 JP2019532616A	JP2018563544A	短鎖型桿体由来錐体生存因子及び親水性ペプチド間の融合タンパク質	2019-11-14
KR20190058388A	KR20187037891A	짧은 형태의 간상체 유래 원추체 생존능 인자와 친수성 펩타이드 사이의 융합 단백질	2019-05-29
MX2018015596A	MX2018015596A	FUSION PROTEIN BETWEEN SHORT FORM ROD-DERIVED CONE VIABILITY FACTOR AND A HYDROPHILIC PEPTIDE.	2019-03-14
RU2018144780A3 RU2018144780A	RU2018144780A	СЛИТЫЙ БЕЛОК КОРОТКОЙ ФОРМЫ ФАКТОРА ЖИЗНЕСПОСОБНОСТИ КОЛБООЧЕК, ПОЛУЧЕННОГО ИЗ ПАЛОЧЕК, И ГИДРОФИЛЬНОГО ПЕПТИДА	2020-11-17
US10946063B2 US2019151410A1	US201716301764A	Fusion protein between short form rod-derived cone viability factor and a hydrophilic peptide	2021-03-16

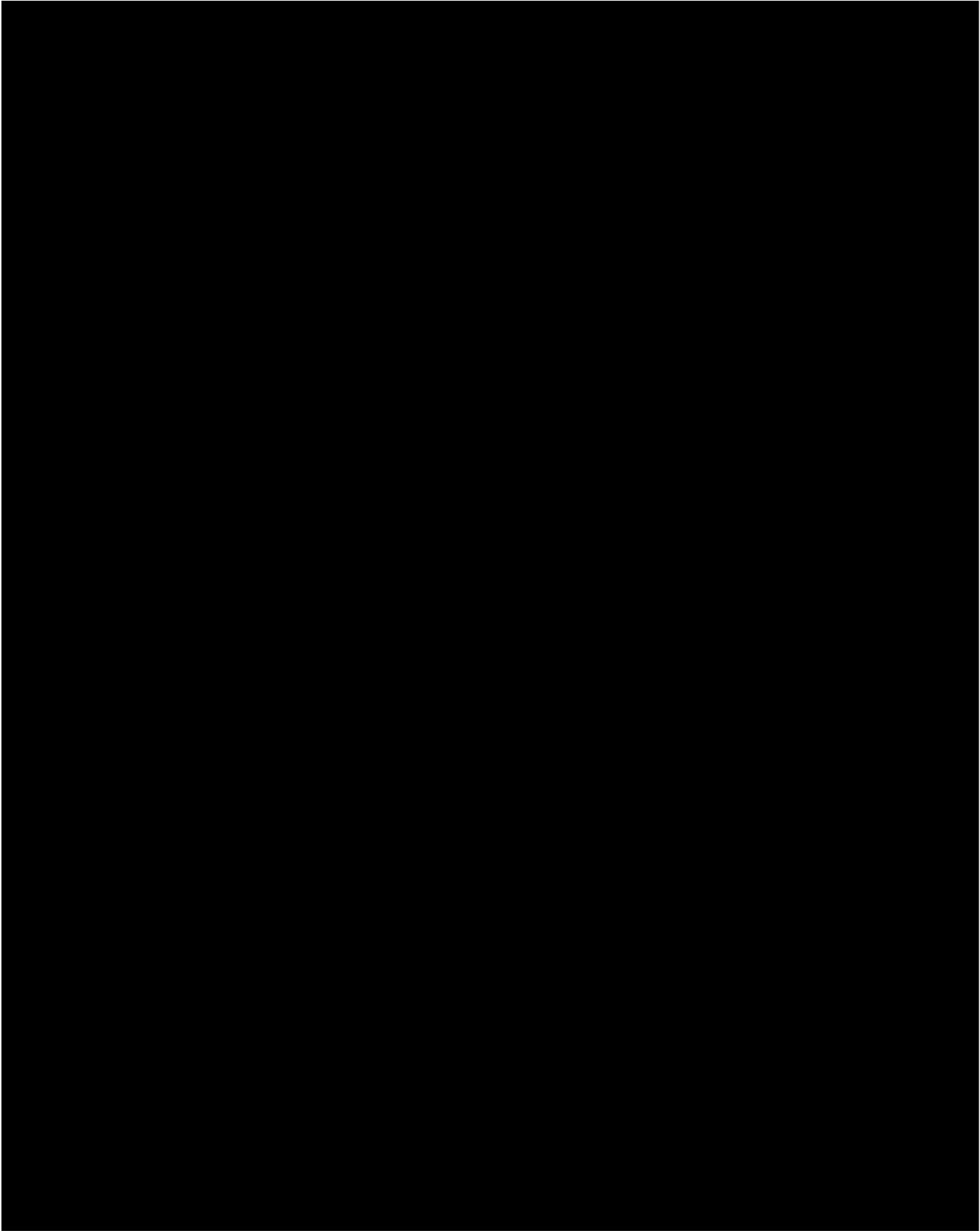
Publication	Application number	Title	Publication date
US2021162005A1	US202117172202A	Fusion Protein Between Short Form Rod-Derived Cone Viability Factor and a Hydrophilic Peptide	2021-06-03
ZA201808041B	ZA201808041A	FUSION PROTEIN BETWEEN SHORT FORM ROD-DERIVED CONE VIABILITY FACTOR AND A HYDROPHILIC PEPTIDE	2019-09-25



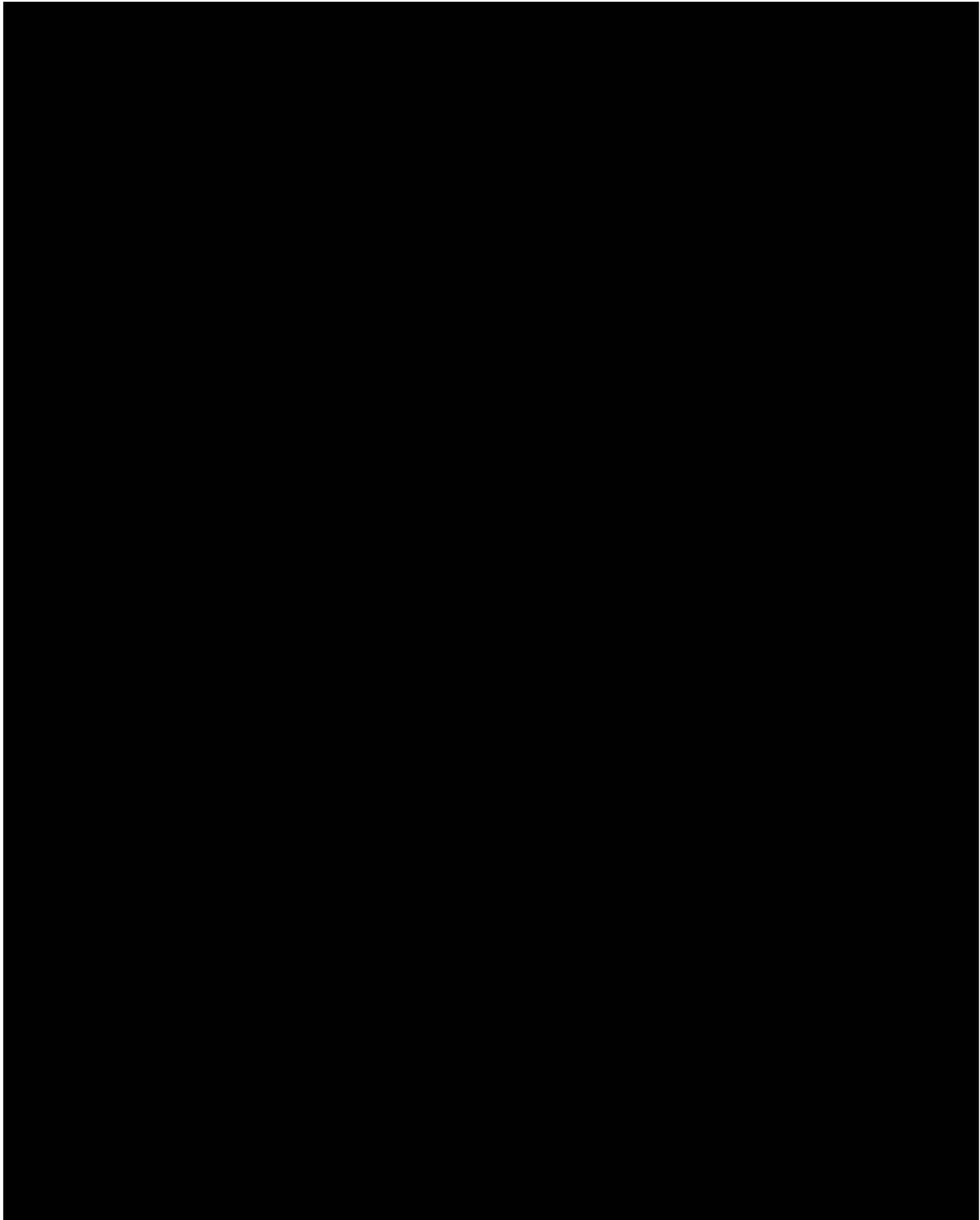




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