

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8312224

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEFINED DIAGNOSTICS, LLC (F/K/A WELLSTAT DIAGNOSTICS, LLC)	08/14/2023
RECEIVING PARTY DATA	
Name:	PHARMA CINQ, LLC
Street Address:	1601 RESEARCH BLVD
City:	ROCKVILLE
State/Country:	MARYLAND
Postal Code:	20850
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	17526941
Application Number:	16514380
Application Number:	15127644
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	(703) 712-8522
Email:	docketing@medlerferro.com, mrao@medlerferro.com, mabulaban@medlerferro.com
Correspondent Name:	MEDLER FERRO WOODHOUSE & MILLS
Address Line 1:	8201 GREENSBORO DRIVE, STE 1060
Address Line 4:	MCLEAN, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	0288-0049US3
NAME OF SUBMITTER:	MINXI RAO, REG. NO. 76,886
SIGNATURE:	/Minxi Rao/
DATE SIGNED:	12/05/2023
Total Attachments: 14	
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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: 

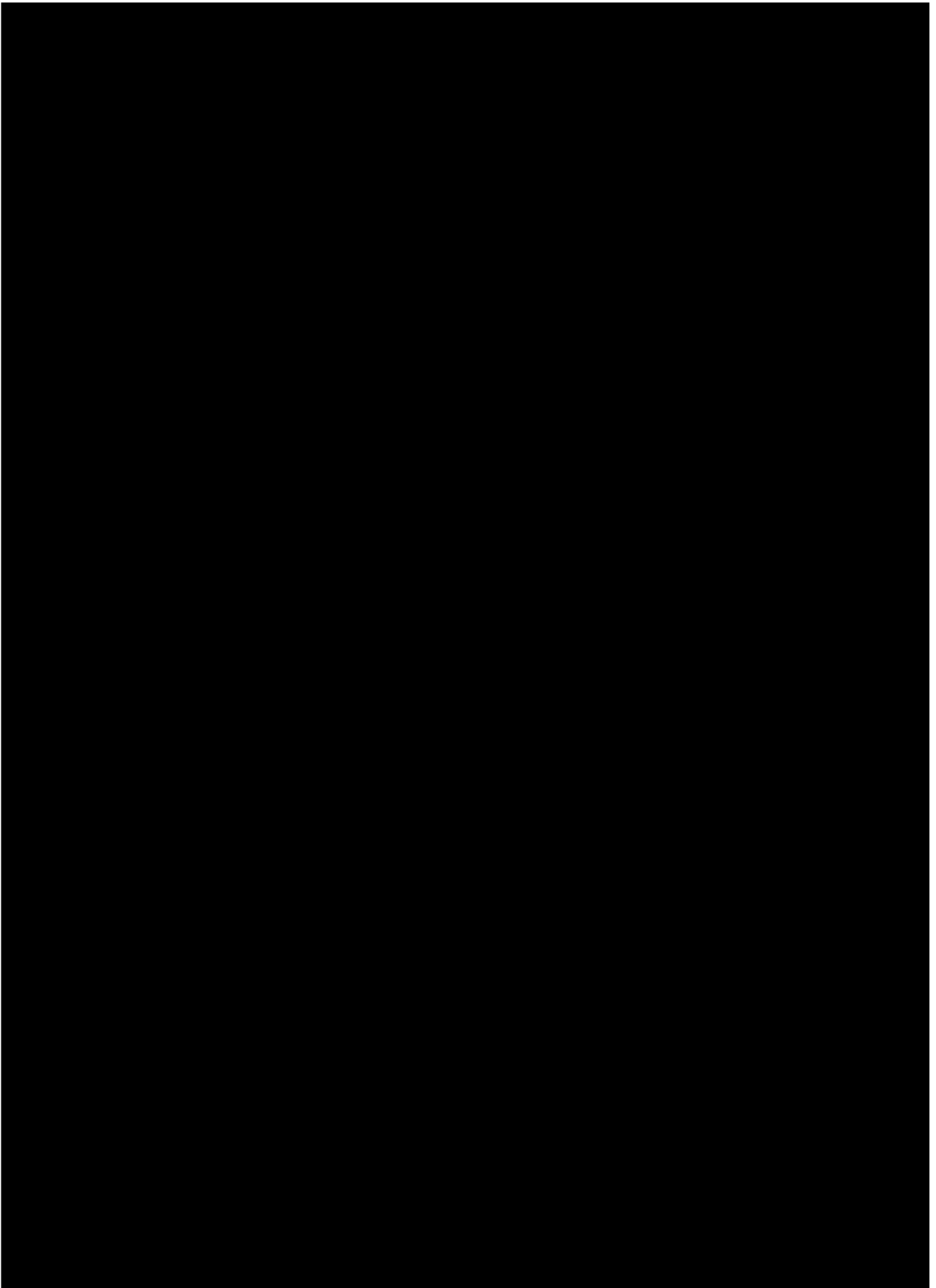
Name: Jacob Wohlstaedter

Title: President & CEO

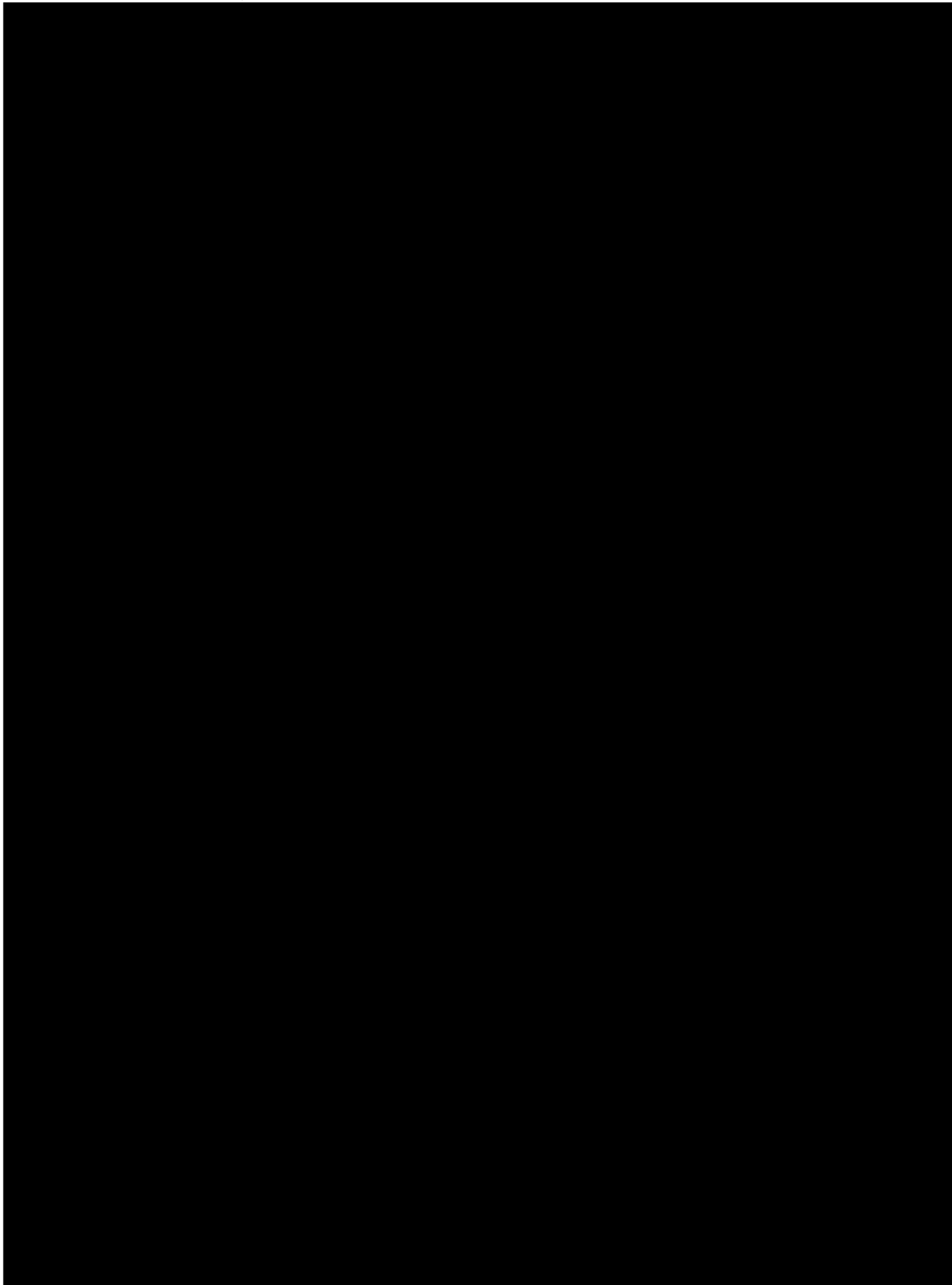
Address for Notices:

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

Additional copy by email to
legal@mesoscale.com



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PATENT
REEL: 065769 FRAME: 0610

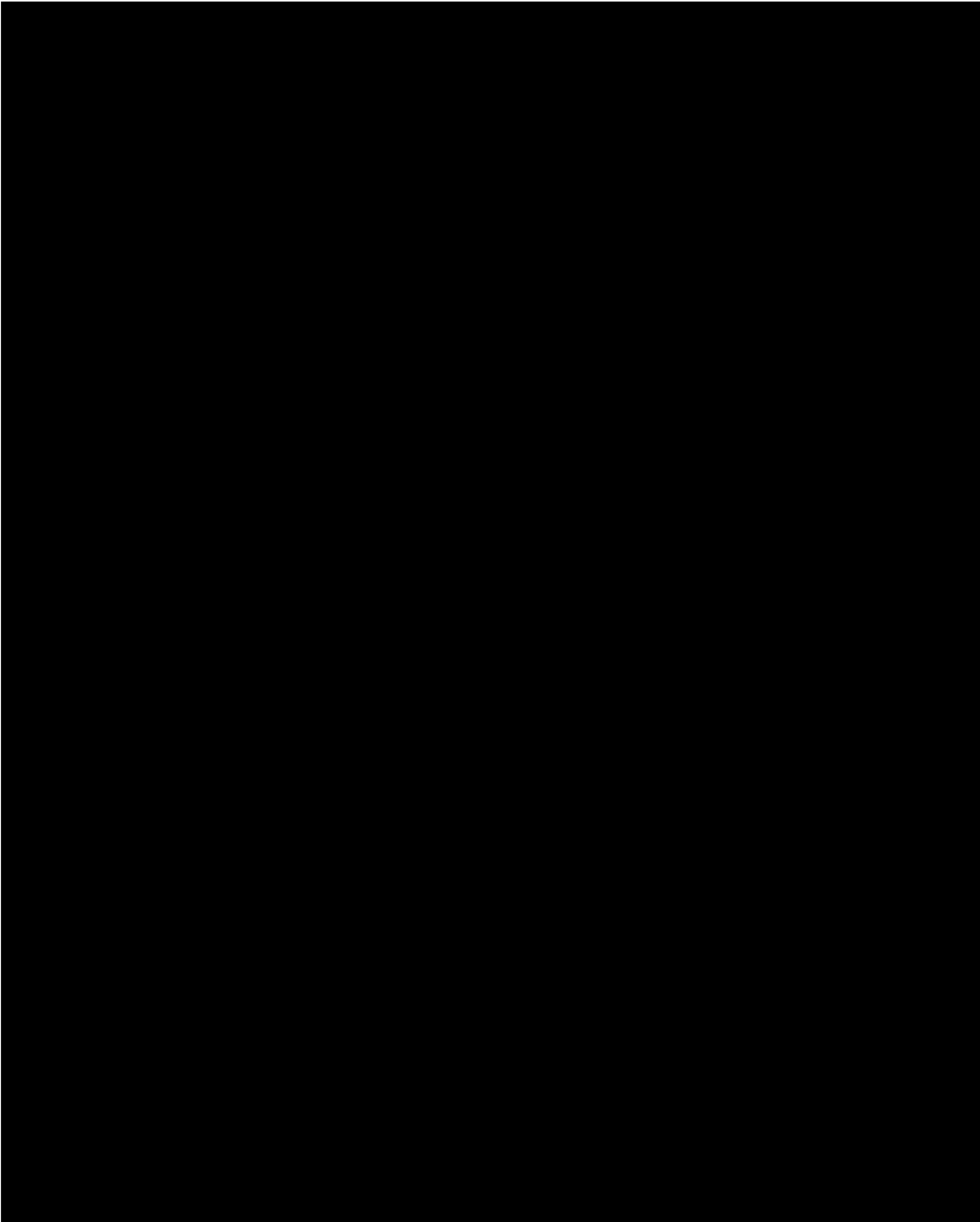
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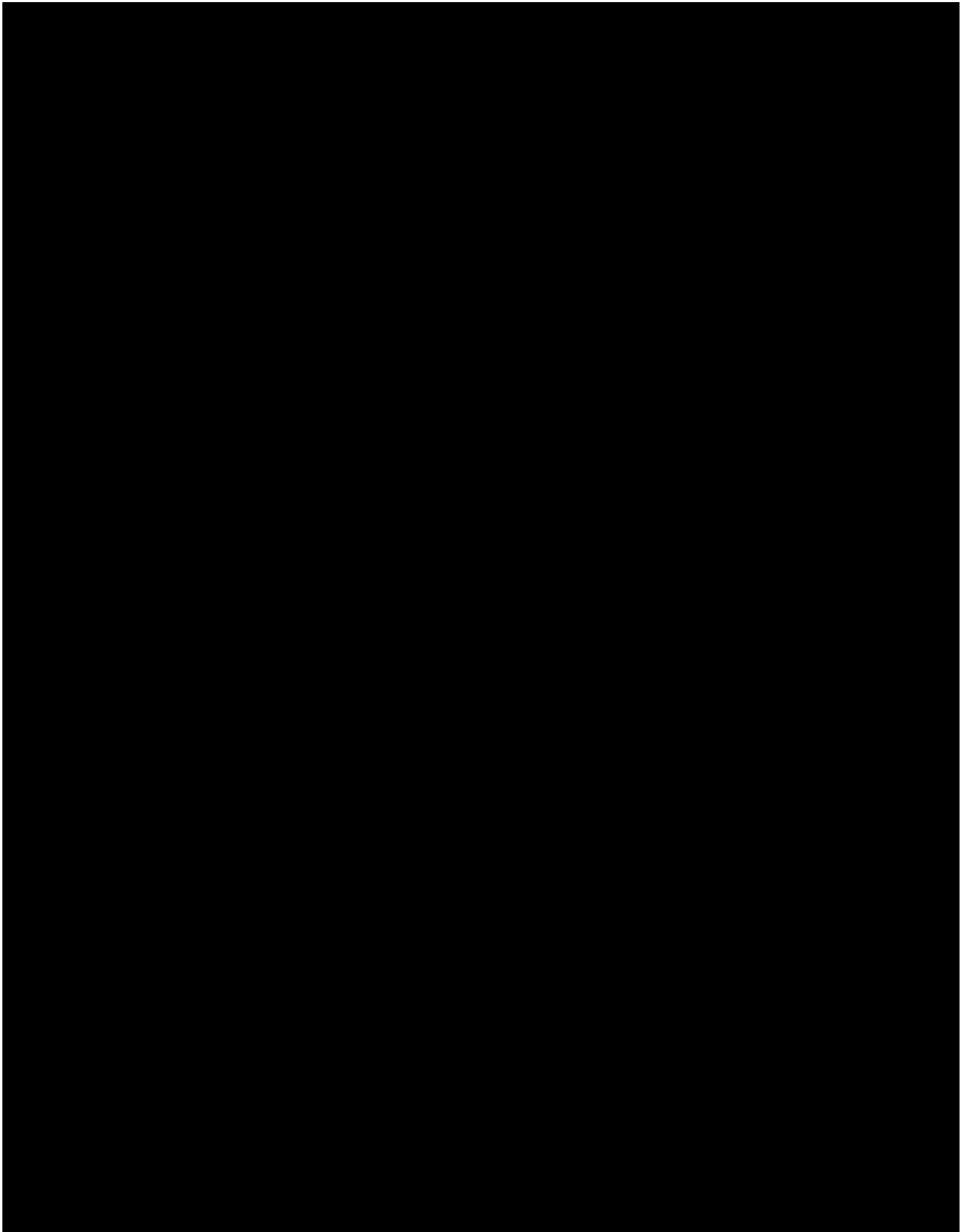
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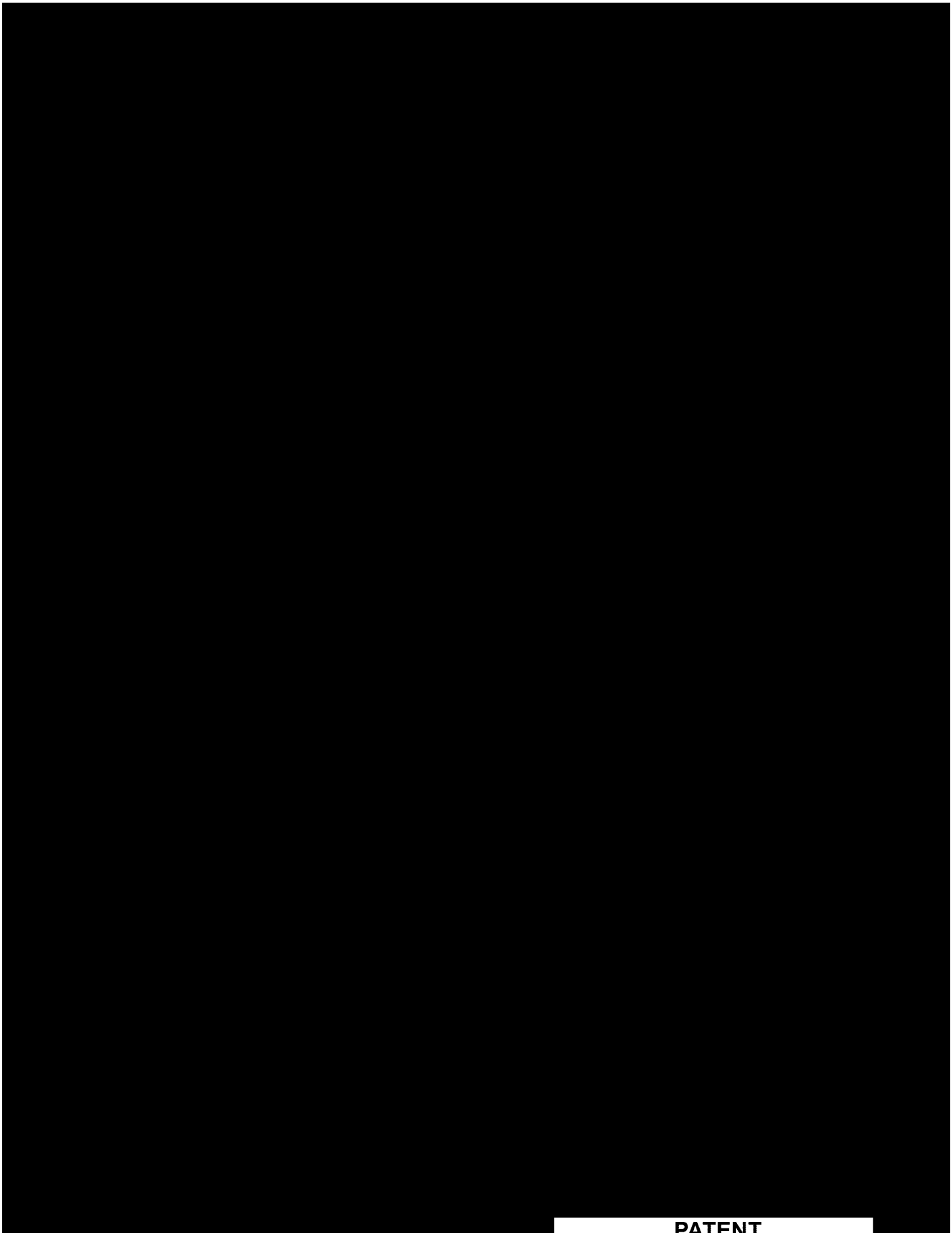
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Defined Diagnostics Corp

Publication number	Application number	Title	Publication date
WO/2015/143277A1	US2015021678W	Antibodies and Methods for the Detection of Cell Death	2015-09-24
US2022065873A1 PENDING	US202117526941A	Antibodies and Methods for the Detection of Cell Death	2022-03-03
10401368 US20170192014	US201515127644A	Antibodies and Methods for the Detection of Cell Death	2019-09-03 2017-07-06
11,175,295 20200041526	16/514380	Antibodies and Methods for the Detection of Cell Death	2020-02-06 2021-11-16
EP3119805A1	EP15764318A	ANTIBODIES AND METHODS FOR THE DETECTION OF CELL DEATH	2017-01-25







PATENT

RECORDED: 12/05/2023

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