

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI176449

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Revian, Inc.	02/25/2020
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	KNOW Bio, LLC
<b>Street Address:</b>	615 Davis Drive
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Morrisville
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27560
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17117858
<b>Application Number:</b>	17148090
<b>Application Number:</b>	17148108
<b>Application Number:</b>	17148124
<b>Application Number:</b>	17148133
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	8778121249
<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>	9192382300
<b>Email:</b>	sbaker@wt-ip.com
<b>Correspondent Name:</b>	Sarah Baker
<b>Address Line 1:</b>	76 Hunter Street
<b>Address Line 2:</b>	Suite 200
<b>Address Line 4:</b>	Apex, NORTH CAROLINA NC 27502
<b>ATTORNEY DOCKET NUMBER:</b>	2241-004
<b>NAME OF SUBMITTER:</b>	Sarah Baker
<b>SIGNATURE:</b>	Sarah Baker
<b>DATE SIGNED:</b>	04/18/2024

**Total Attachments: 6**

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## ASSET PURCHASE AND ASSIGNMENT AGREEMENT

**THIS ASSET PURCHASE AND ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made and dated as of February 25<sup>th</sup>, 2020 (the “**Effective Date**”) by and between **REVIAN, Inc.**, a Delaware corporation with a principal place of business at 4222 Emperor Boulevard, Suite 470, Durham, NC 27703 (“**REVIAN**”), and **KNOW Bio, LLC**, a North Carolina limited liability company with a principal place of business at 627 Davis Drive, Suite 400, Morrisville, NC 27560 (“**KNOW BIO**”). **REVIAN** and **KNOW BIO** may each be referred to as a “**Party**,” and together as the “**Parties**.”

### RECITALS

**WHEREAS**, as of the Effective Date, **REVIAN** is a subsidiary of **KNOW BIO**;

**WHEREAS**, on December 26<sup>th</sup>, 2019, **REVIAN** changed its name from PhotonMD, Inc. to **REVIAN, Inc.**;

**WHEREAS**, **REVIAN** wishes to sell and **KNOW BIO** wishes to purchase certain know-how developed at **REVIAN** for use outside the Field of Aesthetic and Dermatologic Phototherapy For Conditions of the Skin;

**WHEREAS**, contemporaneously with this Agreement, **KNOW BIO** and **REVIAN** are entering into a license agreement, under which **KNOW BIO** is granting to **REVIAN** licenses under certain patents and know-how owned by **KNOW BIO** in the Field of Aesthetic and Dermatologic Phototherapy for Disorders of the Skin; and

**WHEREAS**, in connection therewith, **REVIAN** is willing to transfer and assign to **KNOW BIO** certain property and rights;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **Assignment.** Upon the terms and conditions set forth in this Agreement, effective as of the Effective Date, **REVIAN** hereby assigns, transfers, conveys and sells to **KNOW BIO** all of **REVIAN**’s right, title and interest in and to the following:
  - (a) all patent rights in the inventions disclosed in an application for United States Letters Patent entitled Systems and Methods for Phototherapeutic Modulation of Nitric Oxide filed July 28, 2015 as Application Serial No. 62/197,746 and in an application for United States Letters Patent entitled Phototherapy Device for Treatment of Dermatological Disorders of the Scalp filed July 28, 2015 as Application Serial No. 62/197,736, and in an application for United States Letters Patent entitled Photoactivated Platelet Rich Blood Products and Methods of Using the Same filed May 24, 2019 as Application Serial No. 62/852,732, as further set forth in the Patent

Assignment entered into by the Parties on the Effective Date, and in an application for United States Letters Patent entitled Phototherapeutic Treatment of Skin Disorders filed January 17<sup>th</sup>, 2020 as Application Serial No. 62/962,642

- (b) specifically including all applications and patents listed on Appendix B herein;
- (c) the know-how relating to phototherapies and phototherapy devices described on Appendix A attached hereto;

After the Effective Date, REVIAN agrees to use reasonable efforts to provide promptly to Assignee a copy of all such know-how and data requested by KNOW BIO.

2. **Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, REVIAN shall sell, assign, transfer, convey and deliver to KNOW BIO, and KNOW BIO shall purchase from REVIAN, free and clear of any encumbrances all of REVIAN's right, title and interest in, to and under REVIAN's patents, know-how, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, Phototherapy (collectively, the "**Purchased Assets**").
3. **Consideration.** In consideration of the covenants set forth herein, KNOW BIO shall pay [REDACTED] to REVIAN within 90 days of the Effective Date.
4. **Indemnification.** KNOW BIO shall indemnify and defend each of REVIAN and its directors, officers, employees, agents and representatives (collectively, the "**REVIAN Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the REVIAN Indemnitees based upon, arising out of, with respect to or by reason of any Assumed Liability. "**Losses**" shall mean any losses, damages, liabilities, claims, causes of action, litigation, arbitration, proceeding, investigation, judgments, costs or expenses of any nature, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder.
5. **Disclaimers.** THE ASSETS ARE TRANSFERRED "AS IS", AND REVIAN DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE ASSETS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, TITLE, VALIDITY, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REVIAN EXPRESSLY DOES NOT REPRESENT OR WARRANT: (A) THE SAFETY OR USEFULNESS FOR ANY PURPOSE OF THE SUBJECT MATTER IT PROVIDES HEREUNDER; (B) THAT ANY PATENT WILL ISSUE; OR (C) THE VALIDITY OF ANY PATENT RIGHTS INCLUDED IN THE ASSETS.

6. **Governing Law.** Any disputes, questions, claims, or litigation concerning or arising from this Agreement shall be governed by the laws of the State of North Carolina without giving effect to the conflicts of laws principles of that state or other country. All such disputes with respect to this Agreement shall be brought and heard exclusively either in the North Carolina state courts located in Durham County, North Carolina, or the federal district court for the Middle District of North Carolina located in Durham County, North Carolina. The Parties each consent to the in personam jurisdiction and venue of such courts exclusively.
7. **Waivers; Amendment.** No waiver of any terms or conditions of this Agreement will be valid or binding on a Party unless such Party makes the waiver in writing. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The failure of one Party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every provision thereafter. This Agreement may not be altered, amended, modified, or otherwise changed in any way except by a written instrument signed by the authorized representatives of each Party.
8. **Severability.** If any provision of this Agreement is found or held to be invalid or unenforceable by any tribunal of competent jurisdiction, then the meaning of such provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, which will remain in full force and effect.
9. **Entire Agreement.** This Agreement, including its attached appendices, constitutes the entire agreement and final understanding of the Parties with respect to the subject matter hereof, and supersedes any other and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, and agreements between the Parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. This Agreement is intended by the Parties to be a complete and wholly integrated expression of their understanding and agreement.
10. **Counterparts.** This Agreement may be executed in counterparts (by facsimile transmission or in Adobe Portable Document Format (PDF) sent by electronic mail), each of which will be considered an original, but all of which together will constitute one and the same instrument.
11. **Further Assurances.** Each of the Parties shall execute and deliver, at the reasonable request of the other Party, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

*Signature Page to Follow*

*Signature page to Assignment and Assumption Agreement*

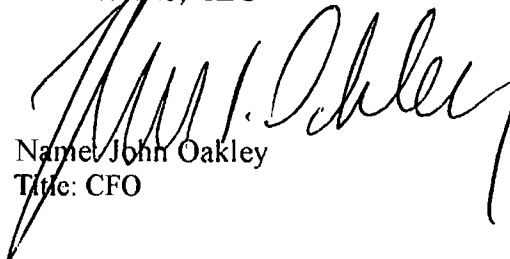
**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**REVIAN, Inc.**



Name: Nathan Stasko  
Title: Executive Chairman

**KNOW Bio, LLC**



Name: John Oakley  
Title: CFO

**Appendix A**  
**Know-How Relating to Phototherapies and Phototherapy Devices**

- Know-How related to Photoactivated Platelet Rich Blood Products and Methods of Using the Same
- Know-How related to Photohemopurification Device and Methods
- All know-how in Aesthetic Phototherapy including photostimulated hair growth (e.g. the treatment of androgenic alopecia), reduction in fine lines and/or wrinkles, skin color modulation (e.g. tanning), fat reduction, scar remodeling, hair color modulation, nail regrowth or coatings, and the like.
- All know-how related to the Phototherapeutic Treatment of HPV or other viruses or oncoviruses.
- All know-how in medical phototherapies including phototherapeutic autologous tissue modulation (e.g. photohemapurification and protein-rich plasma stimulation), dermatological indications (e.g. vitiligo, psoriasis, Acne vulgaris, atopic dermatitis), infectious disease (e.g. fungal, yeast, viral, bacterial, parasitic), surgery, diagnostics, wound healing, neurological (e.g. seasonal affective disorder, Alzheimer's, dementia, depression, mania), oncology, immune stimulation, longevity, inflammation, wellness and the like.

## Appendix B – Patent Portfolio

APPLICATION NO.	COUNTRY	TITLE
15/222,292	US	Phototherapy Devices for Treatment of Dermatological Disorders of the Scalp
BR112018001857	BR	Phototherapy Devices for Treatment of Dermatological Disorders of the Scalp
201680054311.3	CN	Phototherapy Devices for Treatment of Dermatological Disorders of the Scalp
16831334.4	EP	Phototherapy Devices for Treatment of Dermatological Disorders of the Scalp
15/222,243	US	Systems and Methods for Phototherapeutic Modulation of Nitric Oxide
15/222,199	US	Systems and Methods for Phototherapeutic Modulation of Nitric Oxide
BR112018001874	BR	Systems and Methods for Phototherapeutic Modulation of Nitric Oxide
201680055936.1	CN	Systems and Methods for Phototherapeutic Modulation of Nitric Oxide
16831333.6	EP	Systems and Methods for Phototherapeutic Modulation of Nitric Oxide
16/709,550	US	Systems and Methods for Phototherapeutic Modulation of Nitric Oxide
62/852,732	US	Photoactivated Platelet Rich Blood Products and Methods of Using the Same
62/962,642	US	Phototherapeutic Treatment of Skin Disorders