

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI408228

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Lispiro LLC	08/02/2024
<b>RECEIVING PARTY DATA</b>	
<b>Individual Name:</b>	Kenneth M. Reed
<b>Street Address:</b>	90 N Pepperell Road
<b>City:</b>	Hollis
<b>State/Country:</b>	NEW HAMPSHIRE
<b>Postal Code:</b>	03049
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10363263
<b>Patent Number:</b>	10046007
<b>Application Number:</b>	16592717
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	4045373686
<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>	
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<b>Address Line 4:</b>	Atlanta, GEORGIA 30305
<b>ATTORNEY DOCKET NUMBER:</b>	00459
<b>NAME OF SUBMITTER:</b>	Merri Brami
<b>SIGNATURE:</b>	Merri Brami
<b>DATE SIGNED:</b>	08/05/2024
<b>Total Attachments: 10</b>	
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of May 23, 2024 (the "**Effective Date**"), is made by Lispiro LLC ("**Assignor**"), a Massachusetts Limited Liability Corporation, located at 4 Betsy Lane, Dover, Massachusetts 02030, in favor of Kenneth M. Reed ("**Assignee**"), the inventor, residing at 90 N Pepperell Road, Hollis, New Hampshire 03049 in connection with the transfer of certain assets of Assignor to Assignee.

WHEREAS, Assignee wishes to obtain all of Assignor's right, title and interest in and to the Assigned Patents (as defined herein).

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the sum of One US Dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all right, title and interest in, to and under the following (the "**Assigned Patents**"):

(a) the patents and patent applications listed in Schedule 1 hereto, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all invention[s] disclosed in any of the foregoing (the "**Patents**");

(b) all rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the Patents provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordations; and

(c) any and all claims and causes of action, with respect to any of the Patents, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents are or may be recorded, registered or pending, to record and register this Patent Assignment upon request by Assignee. Assignor shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect or enforce the transfers set forth in this Patent Assignment and ensure that all of Assignor's right, title and interest in and to the Patents, and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this Patent Assignment.

Without limiting any of the foregoing provisions of this **Section 2**, Assignor shall ensure that its employees, consultants, directors and agents testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of Assignee in, to or under the Assigned Patents and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intent of this Patent Assignment.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee that, as of the Effective Date:

(a) all required filings and fees related to the Patents have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all Patents are otherwise in good standing. Assignor has provided Assignee with true and complete copies of all file histories, documents, certificates, office actions, correspondence and other materials related to the filing, prosecution, and issuance of any of the Patents.

(b) to Assignor's knowledge, the Patents are valid and enforceable by Assignor in all applicable jurisdictions, and are not subject to any threat or claim to the contrary. Assignor owns all right, title and interest in and to the Patents and Patent Applications, and the inventions and improvements disclosed therein, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Patents and Assignor's ownership and use thereof.

(c) Assignor has no knowledge of any reason to believe that any claims of any patent applications included in the Patents will fail to receive the grant of a patent substantially in its current form or otherwise be materially altered or narrowed in scope; and

(d) Assignor possesses, and has the full right, power and authority to assign and transfer to Assignee all right, title and interest in and to the Assigned Patents;

(e) to Assignor's knowledge, (i) no person has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any of the Patents; and (ii) the practice of the Patents as currently made by Assignor does not and will not infringe, misappropriate, dilute or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.

4. Indemnification. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Assignor of its representations, warranties or other obligations hereunder.

5. Disclaimers. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity or enforceability of, or Assignor's or Assignee's ability to enforce or commercialize the Patents.

6. General.

(a) Entire Agreement. This Patent Assignment, together with all related exhibits and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

(d) Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the 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 signed copy of this Patent Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the Effective Date.

LISPIRO LLC, ASSIGNOR

DocuSigned by:  
By: Kenneth M. Reed  
Name: Kenneth M. Reed  
Title: CEO

Kenneth M. Reed, ASSIGNEE

DocuSigned by:  
By: Kenneth M. Reed  
Name: Kenneth M. Reed

## **SCHEDULE 1**

### **ASSIGNED PATENTS AND PATENT APPLICATIONS**

Prescient Pharma - 00459.003-PA-USN-1TJ (ANTI-AGING NON-PROVISIONAL)  
Title: ANTI-AGING COMPOSITIONS AND METHODS FOR USING SAME  
Filing Date: November 3, 2016  
Application No.: 15/342,815  
Publication Date: June 29, 2017  
Publication No.: US 2017-0182075 A1  
Grant Date: July 30, 2019  
Patent No.: 10,363,263

Prescient Pharma - 00459.004-PA-USN-K5A (SHORT TELOMERE DISORDERS)  
Title: COMPOSITION AND METHODS FOR TREATMENT OF SHORT TELOMERE DISORDERS  
Filing Date: June 24, 2016  
Application No.: 15/192,557  
Publication Date: December 29, 2016  
Publication No.: US 2016-0375052 A1  
Grant Date: AUGUST 14, 2018  
Patent No.: 10,046,007

Prescient Pharma - 00459.016-PA-USN-V2N (FE2DG NP)  
Title: COMPOSITIONS AND METHODS FOR ISOLATING CIRCULATING CELLS  
Filing Date: October 3, 2019  
Application No.: 16/592,717  
Publication Date: April 9, 2020  
Publication No.: US 2020-0109394 A1

**Certificate Of Completion**

Envelope Id: 668DEFD9ED144074A7F4EA8BC24F41CF	Status: Completed
Subject: Signature Requested: 00459 - Lispiro to Ken Reed - Patent Assignment Agreement	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Founders Legal
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2870 Peachtree Rd NE #512
	Atlanta, GA 30305
	sign@founderslegal.com
	IP Address: 24.125.63.193

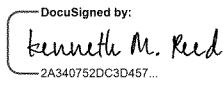
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**Signer Events**

Kenneth M. Reed  
 drkenreed@gmail.com  
 Security Level: Email, Account Authentication (None)

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 Signed: 8/2/2024 1:32:23 PM

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 Company Name: Founders Legal

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Merri D. Brami  
 mbrami@founderslegal.com  
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**Timestamps**

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**Status**

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