

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI456654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Desora, Inc.	08/21/2024
RECEIVING PARTY DATA	
Company Name:	Premier Specialty Brands, LLC
Street Address:	5367 New Peachtree Road, Suite 150
City:	Chamblee
State/Country:	GEORGIA
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11819162
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NAME OF SUBMITTER:	CONSTANCE CHARNIAK
SIGNATURE:	CONSTANCE CHARNIAK
DATE SIGNED:	08/27/2024
Total Attachments: 3	
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source=Desora Premier Patent Assignment 8.22.24#page2.tiff	
source=Desora Premier Patent Assignment 8.22.24#page3.tiff	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of August 21, 2024 is made by Desora, Inc. ("Assignor") and Premier Specialty Brands, LLC ("Assignee").

WHEREAS, Assignor and Assignee are co-applicants of U.S. Patent Application No. 16/959,938 filed on July 2,; Canada Patent Application No. 3086799 filed on January 9, 2019; European Patent Application No. 3737270 filed on January 9, 2019; Australian Patent Application No. 2019206506 filed on January 9, 2019 (the "Patent Applications")

WHEREAS, pursuant to a License and Joint Development Agreement dated December 31, 2017 (the "Joint Development Agreement"), Assignor and Assignee agreed that they would jointly own all right, title, and interest in the Patent Applications and would bear equally the costs of preparation, filing, prosecution, and maintenance of the Patent Applications (and any patents that issue therefrom);

WHEREAS, Assignor has indicated its desire to no longer contribute to the costs of preparing and maintaining the Patent Applications (and any patents that issue therefrom), including paying the issue fee which would, if not paid, result in abandonment of the Patent Applications;

WHEREAS, pursuant to Section 5.5 of the Joint Development Agreement, which survived termination of the agreement, Assignor and Assignee agreed that in the event that Assignor decided to abandon the Patent Applications, Assignee would have the option of assuming sole ownership and control of the Patent Applications, in which case Assignor would promptly assign all of its right, title, and interest in and to the Patent Applications to Assignee;

WHEREAS, Assignee wishes to accept that option and assume sole ownership and control of the Patent Applications;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned Patents"):

(a) the Patent Applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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 sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the applicable patent authority in the jurisdictions listed to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Counterparts. The Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

DESORA, INC.

By: 

Name: **Michel Maalouly**

Title: **CEO**

AGREED TO AND ACCEPTED:

PREMIER SPECIALTY BRANDS, LLC

By: 

Name: *Cara C Finger*

Title: *President*

Address for Notices:]

*5367 New Peachtree Rd Ste 150
Chamblee GA 30341*