

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI540405

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
pH Science Holdings, Inc.	09/19/2024

RECEIVING PARTY DATA

Company Name:	Galahad Life Sciences, Inc
Street Address:	6300 Merrill Creek Parkway
Internal Address:	Ste. A-300
City:	Everett
State/Country:	WASHINGTON
Postal Code:	98203

PROPERTY NUMBERS Total: 13

Property Type	Number
PCT Number:	US2332116
Patent Number:	5853787
Patent Number:	6102213
Patent Number:	6045843
Patent Number:	6143221
Patent Number:	6270708
Patent Number:	6495180
Patent Number:	6669928
Patent Number:	9636360
Patent Number:	9808478
Patent Number:	10213453
Patent Number:	11090329
Patent Number:	6066342

CORRESPONDENCE DATA

Fax Number: 4256379613

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.

Phone: 4256373035

Email:	dac@nwpatent.com
Correspondent Name:	Dean A. Craine
Address Line 1:	1691 E Mason Lake Drive E
Address Line 4:	Grapeview, WASHINGTON 98546

ATTORNEY DOCKET NUMBER:	GLS 401
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NAME OF SUBMITTER:	Dean Craine
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SIGNATURE:	Dean Craine
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DATE SIGNED:	10/03/2024
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 10

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Amendment to License Agreement

This Amendment No. 1 to the March 31, 2023 License Agreement between the Parties, (the "**Amendment**") is entered into on September 19, 2024, (the "**Transfer Date**") by and between:

pH Science Holdings, Inc., a Washington corporation ("**Licensor**"),

and

Galahad Life Sciences, Inc., a Delaware corporation ("**Licensee**") (collectively, the "**Parties**," or each, individually, a "**Party**").

WHEREAS the Parties have entered into the License Agreement dated March 31, 2023 (the "**License Agreement**");

WHEREAS the Parties desire to amend the License Agreement to update the list of patents and patent applications in Schedule 1;

WHEREAS the Parties desire to amend the License Agreement to transfer the ownership of the Licensed Patents from Licensor to Licensee;

WHEREAS, pursuant to Section 14(h) of the License Agreement, the amendments contemplated by the Parties must be contained in a written agreement signed by both Parties.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used but not defined elsewhere in this Amendment have the respective meanings assigned to them in the License Agreement.

2. Amendments to the License Agreement. As of the Transfer Date (as defined in Section 2(d)), the License Agreement is hereby amended or modified as follows:

(a) The definition of "Licensed IP Rights" now appearing in Section 1 of the License Agreement is hereby deleted in its entirety and replaced with the following:

"Licensed IP Rights": for the period beginning with the Effective Date through the day before the Transfer Date means the Licensed Patents and Licensor's proprietary rights in and to the Know-How under applicable trade secret law; and for the period beginning with the Transfer Date through the end of the Term means the Licensor's proprietary rights in and to the Know-How under applicable trade secret law.

(b) The definition of "Licensed Product" now appearing in Section 1 of the License Agreement is hereby deleted in its entirety and replaced with the following:

"Licensed Product" means any: (a) product the manufacture, use, offer for sale, sale, or importation of which by Licensee would, in the absence of a license granted under, or ownership of, the relevant Licensed Patent or Assigned

Patent, infringe a Valid Claim; or (b) Licensed Dietary Product that incorporates or embodies any Know-How.

(c) The definition of "Valid Claim" now appearing in Section 1 of the License Agreement is hereby deleted in its entirety and replaced with the following:

"Valid Claim" means a claim of either: (a) an unexpired issued Licensed Patent that has not been admitted or otherwise caused by Licensor to be invalid or unenforceable through reissue, disclaimer, or otherwise, or held invalid or unenforceable by an unappealed or unappealable judgment of a governmental authority of competent jurisdiction; or (b) an unexpired issued Assigned Patent that has not been held invalid or unenforceable by an unappealed or unappealable judgment of a governmental authority of competent jurisdiction.

(d) Section 1 of the License Agreement is hereby amended by inserting the following new definitions in the appropriate alphabetical order:

"Assigned Patents" means (a) the patents and patent applications listed in Schedule 2 together with all patents that issue therefrom and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, and renewals of any of the foregoing, and (b) any patents and patent applications that claim domestic benefit or foreign priority from any of the patents or patent applications identified in subsection (a) or from which any of the patents or patent applications identified in subsection (a) claim domestic benefit or foreign priority.

"Initial Term" means the period beginning with the Effective Date through the day before the Transfer Date.

"Patented Product" means any: (a) product the manufacture, use, offer for sale, sale, or importation of which by Licensee would infringe a Valid Claim; or (b) Licensed Dietary Product that incorporates or embodies any Know-How.

"Post-Transfer Term" means the period beginning with the Transfer Date through the end of the Term.

"Term" has the meaning set forth in Section 12(a).

"Transfer Date" has the meaning set forth in the preamble.

(e) Section 6(a) is hereby deleted in its entirety and replaced with the following:

(a) Prosecution and Maintenance. For the Initial Term, Licensor has the sole right, in its discretion and at its expense, to file, prosecute, and maintain the Licensed Patents, and Licensor shall keep Licensee currently informed of the filing and progress of all material aspects of the prosecution of the Licensed

Patents. For the Post-Transfer Term, Licensee has the sole right, in its discretion and at its expense, to file, prosecute, and maintain the Assigned Patents.

(b) Enforcement. For the Initial Term, each Party shall promptly notify the other Party in writing of any actual or suspected infringement or misappropriation of the Licensed IP Rights, including any known details of such infringement or misappropriation. For the Initial Term, Licensee shall have the right, but not the obligation, in its discretion and at its own expense, to bring any action or proceeding with respect to such infringement or misappropriation and to control its conduct (including any settlement), to defend any declaratory judgment action concerning any Licensed Patent, and take any other lawful action reasonably necessary to protect, enforce, or defend any Licensed Patent. For the Initial Term, Licenser shall provide Licensee with all cooperation and assistance that Licensee may reasonably request in connection with such action or proceeding, including joining as a plaintiff if necessary to establish standing. Any damages, profits, and other monetary awards resulting from any such action or proceeding will be retained in their entirety by Licensee.

(f) New Section 15 is added as follows:

15. Patent Transfer

(a) Subject to the terms and conditions set forth herein, Licenser hereby irrevocably sells, assigns, transfers, and conveys to Licensee, and Licensee hereby accepts, all of Licenser's right, title, and interest in and to the following (collectively, "**Acquired Rights**"):

(i) the Assigned Patents;

(ii) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Transfer 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, breach, or default;

(iii) all other rights, privileges, and protections of any kind whatsoever of Licenser accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

(b) Upon execution of this Amendment, Licenser shall deliver to Licensee a Patent Assignment Agreement in the form of Schedule 3 and duly executed by Licenser, transferring all of Licenser's right, title, and interest in and to the Assigned Patents to Licensee.

(g) Schedule 2 is hereby inserted into the License Agreement and is made a part of the License Agreement.

(h) Schedule 3 is hereby inserted into the License Agreement, and the Patent Assignment Agreement in Schedule 3 attached hereto is made a part of the License Agreement.

3. Nothing else in the License Agreement is changed by this Amendment.

4. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the Transfer Date. Except as expressly provided in this Amendment, all of the terms and provisions of the License Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the License Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Transfer Date, each reference in the License Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the License Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the License Agreement, will mean and be a reference to the License Agreement as amended by this Amendment.

5. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the License Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 9 OF THE LICENSE AGREEMENT AND IN THIS SECTION 5 OF THIS AMENDMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR

ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.

6. Miscellaneous.

(a) This Amendment will be governed exclusively by and construed exclusively under: (a) the laws of the state of Washington, without regard to conflict of law provisions; and (b) the federal laws of the United States of America; and any legal action or proceeding by any party to enforce, construe, or otherwise concerning this Agreement will be brought exclusively in the state or federal courts located in King County in the state of Washington, and in any action or proceeding, each party agrees to irrevocably submit to the exclusive jurisdiction and venue of those courts.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

LICENSOR:

pH SCIENCE HOLDINGS, INC.

By: _____

Name: Steve Loyd

Title: Board Chair / Chief Executive Officer

LICENSEE:

GALAHAD LIFE SCIENCES, INC.

By: _____

Name: Steve Loyd

Title: Chief Executive Officer

SCHEDULE 2
ASSIGNED PATENTS

Patent No.	Appl. No	Title	Assignee	Issue Date
5,853,787	08/577,147	Method for reducing coffee acidity	pH Science Holdings, Inc.	12/29/1998
6,102,213	09/183,968	Beverage filter for reducing coffee acidity	pH Science Holdings, Inc.	8/15/2000
6,066,342	08/772,168	Antacid composition	pH Science Holdings, Inc.	5/23/2000
6,045,843	09/089,927	Acid-reduced whole bean coffee process	pH Science Holdings	4/4/2000
6,143,221	09/267,192	Agglomerating and drying apparatus	pH Science Holdings, Inc.	11/7/2000
6,270,708	09/512,135	Agglomerating and drying apparatus	pH Science Holdings, Inc.	8/7/2001
6,495,180	09/514,411	Acid reduced whole bean coffee and process	pH Science Holdings, Inc.	12/17/2002
6,669,928	10/287,577	Periodontal composition	pH Science Holdings, Inc.	12/30/2003
9,636,360	14/027,937	Method and composition for treating gastro-esophageal disorders	pH Science Holdings, Inc.	5/2/2017
9,808,478	15/131,888	Control release of fat soluble antioxidants from an oral formulation and method	pH Science Holdings, Inc.	11/17/2017
10,213,453	15/804,469	Control release of fat soluble antioxidants from an oral formulation and method	pH Science Holdings, Inc.	2/26/2019
11,090,329	15/583,791	Method and composition for treating gastro-esophageal disorders	pH Science Holdings, Inc.	8/17/2021
N/A	TBD	Method and composition for stimulating mitochondria biogenesis	pH Science Holdings	N/A

SCHEDULE 3**PATENT ASSIGNMENT AGREEMENT**

This Patent Assignment Agreement (the "Patent Assignment"), effective as of September 19, 2024, is by and between pH Science Holdings, Inc., a Washington corporation ("Assignor"), and Galahad Life Sciences, Inc., a Delaware corporation ("Assignee") (collectively, the "Parties," or each, individually, a "Party").

WHEREAS, the Parties have entered into the License Agreement dated March 31, 2023 (the "License Agreement");

WHEREAS, under the terms of the Amendment to License Agreement, effective as of September 19, 2024, (the "Amendment"), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and 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 are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee[, and Assignee hereby accepts,] all of Assignor's right, title, and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 2 hereto 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 royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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 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 Assignee. Following the date hereof, upon Assignee's reasonable request, and at

Assignee's sole cost and expense, 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 [reasonably] necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Terms of the Amendment. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Amendment, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Amendment and the License Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Amendment and the License Agreement and the terms hereof, the terms of the Amendment and the License Agreement shall govern.

4. 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 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.

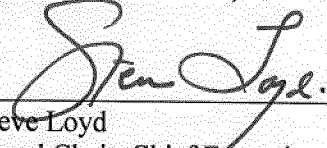
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Submission to Jurisdiction. This Patent Assignment will be governed exclusively by and construed exclusively under: (a) the laws of the state of Washington, without regard to conflict of law provisions; and (b) the federal laws of the United States of America; and any legal action or proceeding by any party to enforce, construe, or otherwise concerning this Agreement will be brought exclusively in the state or federal courts located in King County in the state of Washington, and in any action or proceeding, each party agrees to irrevocably submit to the exclusive jurisdiction and venue of those courts.

[SIGNATURE PAGE FOLLOWS]

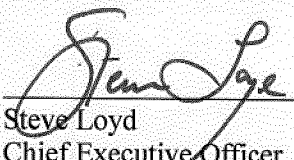
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

ASSIGNOR:
pH SCIENCE HOLDINGS, INC.

By: 
Name: Steve Loyd
Title: Board Chair, Chief Executive Officer

AGREED TO AND ACCEPTED:

ASSIGNEE:
GALAHAD LIFE SCIENCES, INC.

By: 
Name: Steve Loyd
Title: Chief Executive Officer