

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI500526

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|---|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| AAH Holdings LLC | 07/15/2022 |
| RECEIVING PARTY DATA | |
| Company Name: | Zomedica Inc. |
| Street Address: | 100 Phoenix Drive, Suite 190 |
| City: | Ann Arbor |
| State/Country: | MICHIGAN |
| Postal Code: | 48108 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Patent Number: | 11135442 |
| Patent Number: | 10870013 |
| Patent Number: | 11338150 |
| Patent Number: | 11071876 |
| CORRESPONDENCE DATA | |
| Fax Number: | 6147295536 |
| <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: | 6147925555 |
| Email: | standleydocketing@standleyllp.com |
| Correspondent Name: | Standley Law Group LLP |
| Address Line 1: | 6300 Riverside Drive |
| Address Line 4: | Dublin, OHIO 43017 |
| ATTORNEY DOCKET NUMBER: | ZOM3784-001 |
| NAME OF SUBMITTER: | BRIANNA LACY |
| SIGNATURE: | BRIANNA LACY |
| DATE SIGNED: | 09/17/2024 |
| Total Attachments: 30 | |
| source=AAH Asset Purchase Agreement - Bill of Sale - redacted#page1.tiff | |
| source=AAH Asset Purchase Agreement - Bill of Sale - redacted#page2.tiff | |
| source=AAH Asset Purchase Agreement - Bill of Sale - redacted#page3.tiff | |

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

Effective as of July 15, 2022

KNOW ALL PERSONS BY THIS INSTRUMENT that, pursuant to the terms and conditions of an Asset Purchase Agreement (the "Purchase Agreement") dated as of July 15, 2022 by and among Assisi Animal Health LLC, a Delaware limited liability company ("Seller"), AAH Holdings LLC, a Delaware limited liability company and wholly-owned subsidiary of Assisi ("AAH Holdings"), Zomedica Inc., a Delaware corporation ("Buyer"), and other parties signatory thereto, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Seller and AAH Holdings, as applicable, does hereby sell, transfer, convey, assign and deliver unto Buyer, its successors and assigns (the "Conveyance"), as of the date hereof, with the exception of those items listed (i) in Section 2.2 of the Purchase Agreement and (ii) on Schedule 2.2(k) of the Purchase Agreement (if any), Seller and AAH's entire right, title and interest in and to the Acquired Assets, including without limitation the following described assets:

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) all Business Intellectual Property Rights, including Software, Source Code, domain names, telephone and facsimile numbers, email addresses and the other Intellectual Property Rights set forth on Schedule 2.1(f) to the Purchase Agreement, and the goodwill associated therewith;

(g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

(j) [REDACTED]

(k) [REDACTED]

(l) [REDACTED]

(m) all assets listed on Schedule 2.1(l) to the Purchase Agreement; and

(n) all goodwill associated with the Business and the Acquired Assets.

The parties acknowledge that this Bill of Sale, Assignment and Assumption Agreement does not transfer any interest in the Excluded Assets.

2. [REDACTED]

3. [REDACTED]

4. This Bill of Sale, Assignment and Assumption Agreement: (a) shall be governed in all respects by the laws of the State of Delaware, without giving effect to rules or principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction; (b) may not be amended or modified except in writing signed by both parties; (c) may be executed in counterparts, each of which shall be considered an original, and signatures for which may be delivered by facsimile, electronic mail or other means of electronic transmission, and any such signature shall be considered valid and binding to the same extent as delivered original signatures; and (d) shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto.

[Signature Page Follows]

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is executed by the undersigned as of the date first set forth above.

SELLER:
ASSISI ANIMAL HEALTH LLC

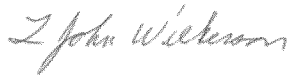
BUYER:
ZOMEDICA INC.



By: _____
Name: Larry Heaton
Title: Chief Executive Officer

By: _____
Name: L. John Wilkerson
Title: Manager

AAH HOLDINGS:
AAH HOLDINGS LLC



By: _____
Name: L. John Wilkerson
Title: Manager

[Signature page to Bill of Sale, Assignment and Assumption Agreement]

PATENT
REEL: 069175 FRAME: 0245

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is executed by the undersigned as of the date first set forth above.

SELLER:
ASSISI ANIMAL HEALTH LLC

By: _____
Name: L. John Wilkerson
Title: Manager

BUYER:
ZOMEDICA INC.

By:  _____
Name: Larry Heaton
Title: Chief Executive Officer

AAH HOLDINGS:
AAH HOLDINGS LLC

By: _____
Name: L. John Wilkerson
Title: Manager

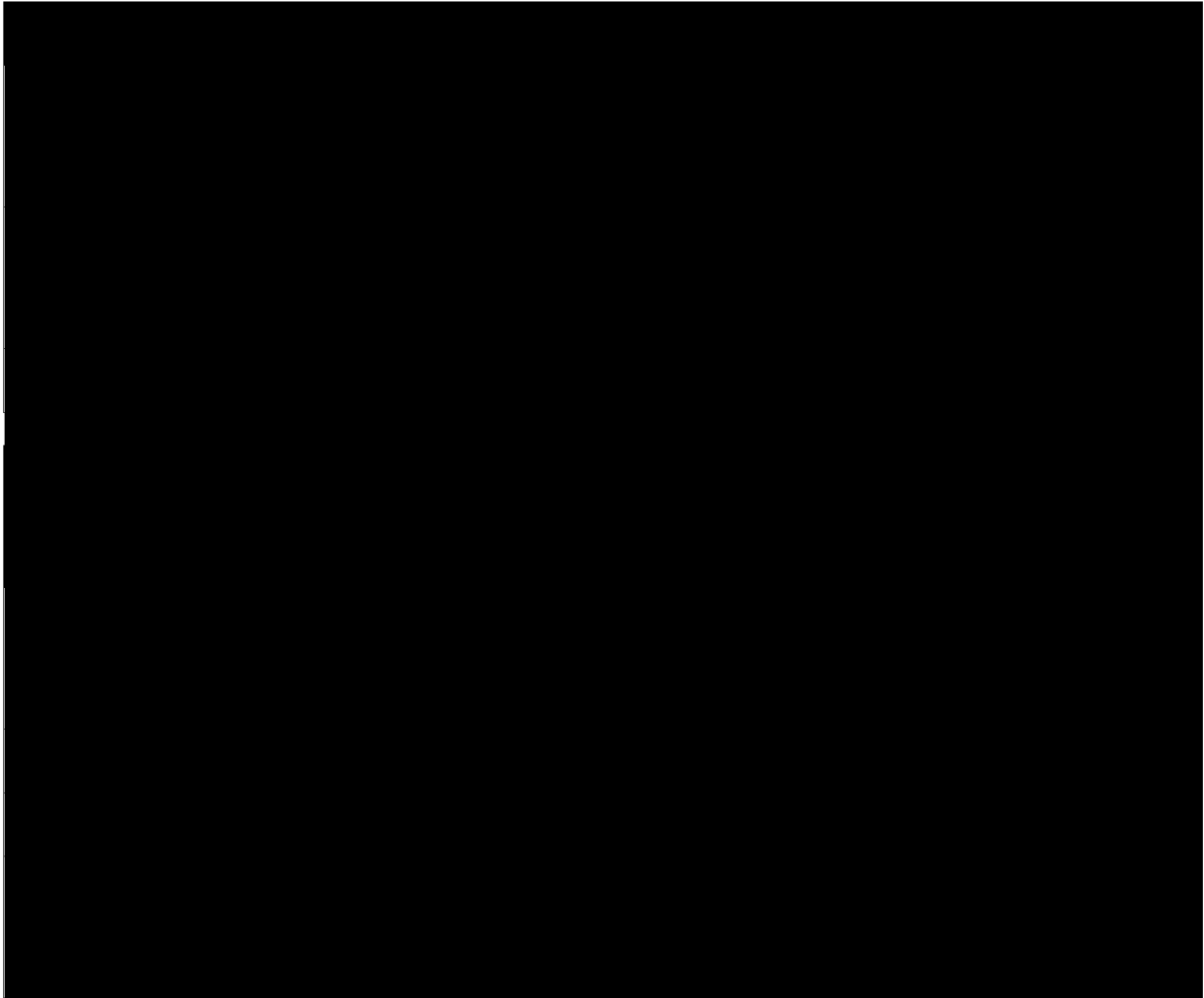
[Signature page to Bill of Sale, Assignment and Assumption Agreement]

PATENT
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PATENT
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ASSISI ANIMAL HEALTH LLC
CALMER CANINE Trademark Portfolio

June 23, 2022



June 22, 2022

ASSISI ANIMAL HEALTH LLC
Owned Assisi Loop Product Patent Status Report

| Country | Owner | Invention Title | Invention Type | AR&E Ref. No. | App. Number | Filing Date | Patent No. | Issue Date | Expiration Date | Status |
|--------------------------|-------------------|--|---------------------------|---------------|-------------|-------------|------------|-------------|-----------------|---------|
| United States of America | AAH HOLDING S LLC | INDUCTIVE APPLICATOR COIL ARRANGEMENT APPARATUS AND METHOD FOR THERAPEUTICALLY TREATING HUMAN AND ANIMAL BODIES, CELLS, TISSUES AND ORGANS WITH ELECTROMAGNETIC FIELDS | Patent Cooperation Treaty | 03885/0089 | 17/279,021 | 23-Mar-2021 | 11,135,442 | 05-Oct-2021 | 17-Oct-2039 | Granted |
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| Country | Owner | Invention Title | Invention Type | AR&E Ref. No. | App. Number | Filing Date | Patent No. | Issue Date | Expiration Date | Status |
|---------------------------|-------------------|--------------------------------------|----------------|---------------|-------------|-------------|------------|-------------|-----------------|-----------|
| INDUCTIVE APPLICATOR COIL | | | | | | | | | | |
| United States of America | AAH HOLDING S LLC | MULTI-COIL ELECTROMAGNETIC APPARATUS | Utility | 03885/0029 | 15/972,458 | 07-May-2018 | 10,870,013 | 22-Dec-2020 | 30-Nov-2038 | Granted |
| United States of America | AAH HOLDING S LLC | MULTI-COIL ELECTROMAGNETIC APPARATUS | Continuation | 03885/0086 | 16/943,596 | 30-Jul-2020 | 11,338,150 | 24-May-2022 | 7-May-2038 | Published |

ASSISI ANIMAL HEALTH LLC
Assisi Loop Products Global Trademark Portfolio

June 23, 2022

| Country | Trademark | AR&E Ref.: | Class(es) | App. Number | Filing Date | Reg. Number | Reg. Date | Next Action Due | Due Date | Status |
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PATENT

REEL: 069175 FRAME: 0252

| Country | Trademark | AR&E Ref.: | Class(es) | App. Number | Filing Date | Reg. Number | Reg. Date | Next Action Due | Due Date | Status |
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PATENT

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| [REDACTED] | | | | | | | | | | |

ASSET PURCHASE AGREEMENT

BY AND AMONG

ASSISI ANIMAL HEALTH LLC,

THE PRINCIPAL MEMBERS OF ASSISI ANIMAL HEALTH LLC (AS DEFINED HEREIN),

AAH HOLDINGS, LLC,

ZOMEDICA INC.

AND

ZOMEDICA CORP.

July 15, 2022

THIS DOCUMENT IS SUBJECT TO THE EXISTING CONFIDENTIALITY AGREEMENT BETWEEN THE PARTIES AND IS INTENDED SOLELY TO FACILITATE DISCUSSIONS AMONG THE PARTIES. THIS DOCUMENT IS NOT INTENDED TO CREATE NOR WILL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE OFFER OR AGREEMENT OF ANY TYPE OR NATURE, UNLESS AND UNTIL AGREED TO AND EXECUTED BY THE PARTIES.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated _____, 2022 (the "Effective Date"), is by and among Assisi Animal Health LLC, a Delaware limited liability company ("Seller"), AAH Holdings LLC, a Delaware limited liability company and wholly-owned subsidiary of Seller ("AAH Holdings"), the Principal Members (as defined herein), Zomedica Inc., a Delaware corporation ("Buyer"), and Zomedica Corp., an Alberta corporation ("Buyer Parent"). Seller, AAH Holdings and the Principal Members are collectively referred to herein as the "Seller Parties". Buyer and Buyer Parent are collectively referred to herein as the "Buyer Parties." The Buyer Parties and the Seller Parties are each referred to as a "Party" and, collectively, as the "Parties."

RECITALS

A. Seller is in the business of developing, manufacturing, marketing, distributing and selling animal health products which use targeted Pulsed Electromagnetic Field (PEMF) therapy to decrease pain and inflammation, accelerate healing, and reduce anxiety that include, among other things, Seller's Assisi Loop®, Assisi Loop Lounge®, Assisi DentaLoop® and Calmer Canine® product lines (the "Products"). Such business is referred to herein as the "Business."

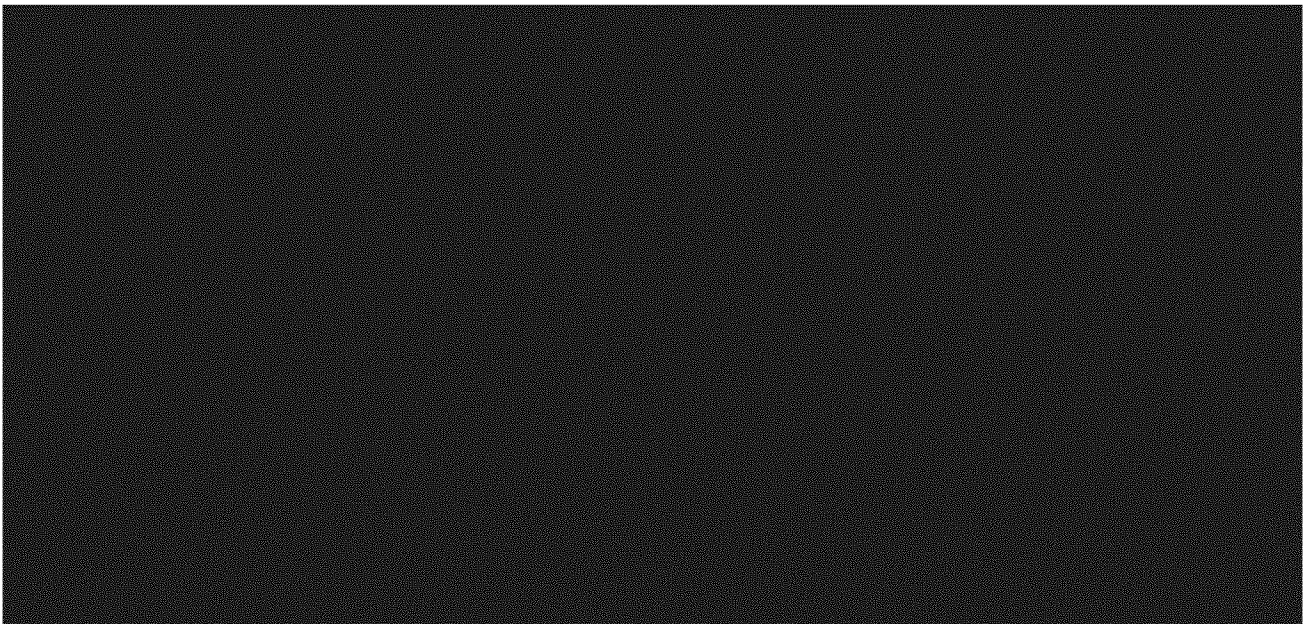
B. Each of the Principal Members owns outstanding membership interests of Seller, and will benefit financially from the transactions contemplated by this Agreement.

C. Buyer is a wholly-owned subsidiary of Buyer Parent.

D. Seller and AAH Holdings each wishes to sell, transfer, convey and assign to Buyer, and the Buyer Parties wish for Buyer to acquire and assume, substantially all of the assets comprising or pertaining to the Business, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I. DEFINITIONS





**ARTICLE II.
PURCHASE AND SALE OF THE ACQUIRED ASSETS**

2.1 **Purchase and Sale of the Acquired Assets.** On the terms and subject to the conditions of this Agreement, at the Closing, Seller and AAH Holdings shall sell, assign, convey and transfer to Buyer all of Seller's right, title and interest in, to and under all of the business, properties, assets, goodwill and rights of Seller and AAH Holdings of whatever kind or nature, real or personal, tangible or intangible,

owned, leased or licensed to Seller and/or AAH Holdings and used, held for use, or intended to be used in operating or maintaining the Business, wherever located and whether now existing or hereafter acquired, other than the Excluded Assets (collectively, the “Acquired Assets”). The Acquired Assets include, but are not limited to, the following:

(a)

(b)

(c)

(d)

(e)

(f) all Business Intellectual Property Rights, including Software, Source Code, domain names, telephone and facsimile numbers, email addresses and the other Intellectual Property Rights set forth on Schedule 2.1(f), and the goodwill associated therewith;

(g)

(h)

(i)

(j)

(k)

(l)

(m) all assets listed on Schedule 2.1(m); and

(n) all goodwill associated with the Business and the Acquired Assets.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

ASSISI ANIMAL HEALTH LLC



By: _____

Name: L. John Wilkerson

Title: Manager

AAH HOLDINGS:

AAH HOLDINGS LLC



By: _____

Name: L. John Wilkerson

Title: Manager

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

PRINCIPAL MEMBERS:



By: _____
Name: L. John Wilkerson

By: _____
Name: Francis J. Russo

By: _____
Name: Judith Korman DVM

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

PRINCIPAL MEMBERS:

By: _____
Name: L. John Wilkerson

A handwritten signature in cursive script, appearing to read "Francis J. Russo", written in dark ink.

By: _____
Name: Francis J. Russo

By: _____
Name: Judith Korman DVM


[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

PRINCIPAL MEMBERS:

By: _____
Name: L. John Wilkerson

By: _____
Name: Francis J. Russo

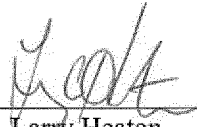
By:  _____
Name: Judith Korman DVM

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.


BUYER:

ZOMEDICA INC.

By: 
Name: Larry Heaton
Title: Chief Executive Officer

BUYER PARENT:

ZOMEDICA CORP.

By: 
Name: Larry Heaton
Title: Chief Executive Officer

[Signature Page to Asset Purchase Agreement]