

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM536224

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/06/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Helicase, LLC		08/07/2019	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Andrew Herr
Street Address:	21820 Marylee Street
Internal Address:	Unit 233
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	88389095	FLYKITT
Serial Number:	88370279	KITT BIO
Serial Number:	88335331	KITT PERFORMANCE
Serial Number:	88335327	KITT
Serial Number:	88335323	PROKITT
Serial Number:	88335319	DIVEKITT
Serial Number:	88335232	BEYOND JET LAG
Serial Number:	88335222	FLYKITT
Serial Number:	88335173	KITT
Serial Number:	87878646	PERFORMANCE INTELLIGENCE
Serial Number:	87454143	CIRCADIAN CONTROL

CORRESPONDENCE DATA

Fax Number: 3129800765

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: 3122698000

Email: martus@nge.com

TRADEMARK

Correspondent Name: Ian J. Block
Address Line 1: Neal Gerber & Eisenberg LLP
Address Line 2: Two North LaSalle Street, Suite 1700
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER: 030775.7001

NAME OF SUBMITTER: Ian J. Block

SIGNATURE: /Ian J. Block/

DATE SIGNED: 08/12/2019

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK AND PATENT ASSIGNMENT

This TRADEMARK AND PATENT ASSIGNMENT (this "Assignment"), is entered into *nunc pro tunc* effective as of June 6, 2019, by and between Helicase, LLC, a Virginia limited liability company ("Assignor") and Andrew Herr, an individual ("Assignee").

WHEREAS, Assignor, Assignee, and Kitt Bio, Inc. entered that certain Distribution and Contribution Agreement dated June 6, 2019 and as amended (the "Agreement");

WHEREAS, Assignor is the owner of the trademark applications and trademark registration set forth in Schedule 1 hereto, together with all divisional trademark applications therefor and all common law rights therein, as well as all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks");

WHEREAS, Assignor also is the owner of the Patent Rights. For purposes of this Assignment, the term "Patent Rights" shall mean (i) the patent application set forth in Schedule 1 hereto (the "Existing Patent Application"), and any inventions and disclosures incorporated therein; (ii) any priority documents of said Existing Patent Application including without limitation any and all patent applications claiming priority to said Existing Patent Application, (including without limitation all provisional and non-provisional applications, national stage applications, divisions, continuations, continuations-in-part, utility models, and designs and any other related applications and equivalents thereof) (the "Future Applications"), along with both the right to claim priority to said Existing Patent Application and the right to claim priority to any priority document of said Existing Patent Application; and (iii) all patents, utility models, inventor's certificates, and designs and all equivalents thereof which may be granted based on the Existing Patent Application or the Future Applications, including extensions, renewals, reissues, reexamination certificates, and certificates following Patent Trial and Appeal Board proceedings thereof; and

WHEREAS, Assignor desires to assign all of its right, title, and interest in and to the Trademarks and the Patent Rights to Assignee, and Assignee wishes to acquire all right, title, and interest in and to the Trademarks and the Patent Rights, including the portion of Assignor's business to which the Trademarks pertain.

NOW, THEREFORE, pursuant to the terms of and in exchange for the consideration received in that certain Distribution and Contribution Agreement, as amended, the receipt and adequacy of which is hereby acknowledged, Assignor agrees as follows:

1. The recitals stated above are hereby incorporated herein and shall have binding and interpretive effect.


2. **Trademark Assignment.** Assignor has sold, assigned, transferred, and conveyed, and does hereby sell, assign, transfer, and convey to Assignee, all right, title, and interest in and to the Trademarks, together with (i) all common law rights therein, (ii) the goodwill of the business connected with the use of and symbolized by the Trademarks. (iii) the portion of Assignor's business to which the Trademarks pertain, and (iv) the right to bring suit on and recover damages for any and all past, present, and future infringements of the Trademarks.

3. **Patent Assignment.** Assignor has sold, assigned, transferred, and conveyed, and does hereby sell, assign, transfer, and convey to Assignee, all right, title, and interest in and to the Patent Rights and all rights to sue for and collect damages resulting from past, present, and future infringement of the Patent Rights.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date set forth below.

Helicase, LLC

Dated: 8/7/2019

By: 
Name: Andrew Herr
Title: Sole Manager and Member

SCHEDULE 1

The following trademark applications and issued trademark registration, and any divisional applications based thereon:

Title	Country	App. No.	Reg. No.	Application Date	Registration Date	Classes	Case Status
FLYKITT	United States of America	88389095		Apr-17-2019		005, 009, 010, 025, 029, 030	Pending
KITT BIO	United States of America	88370279		Apr-03-2019		005, 009, 044	Pending
KITT PERFORMANCE	United States of America	88335331		Mar-12-2019		005, 009, 035, 041, 042, 044, 045	Pending
KITT	United States of America	88335327		Mar-12-2019		010	Pending
PROKITT	United States of America	88335323		Mar-12-2019		005, 009, 010, 044	Pending
DIVEKITT	United States of America	88335319		Mar-12-2019		005, 009, 041, 042, 044	Pending
BEYOND JET LAG	United States of America	88335232		Mar-11-2019		005, 009, 041, 042, 044	Pending
FLYKITT	United States of America	88335222		Mar-11-2019		005, 009, 044	Pending
KITT	United States of America	88335173		Mar-11-2019		005, 009, 044	Pending
PERFORMANCE INTELLIGENCE	United States of America	87878646		Apr-16-2018		041	Allowed
CIRCADIAN CONTROL	United States of America	87454143	5525912	May-17-2017	Jul-24-2018	009	Registered

The following provisional patent application:

1. U.S. Application No. 62/802,208, titled METHODS AND PRODUCTS FOR ADVERSE EFFECTS OF AIR TRAVEL, JET LAG, OR A CHANGE TO A SLEEP WAKE TIMING CYCLE