

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499192

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cortex USA, Inc.		12/10/2015	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dongguan Fumeikang Electgrical Technology Co., Ltd.		
<b>Street Address:</b>	No. 17 building, Yinhu Ind. Area, Xiegang Town,		
<b>City:</b>	Dongguan, Guangdong Province		
<b>State/Country:</b>	CHINA		
<b>Entity Type:</b>	Company: CHINA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4635072	CORTEX INTERNATIONAL	
<b>Registration Number:</b>	4635071	CORTEX INTERNATIONAL	
<b>Registration Number:</b>	4635070	CORTEX PROFESSIONAL	
<b>Registration Number:</b>	4635069	CORTEX PROFESSIONAL	
<b>Registration Number:</b>	4635068	CORTEX PROFESSIONAL	
<b>Registration Number:</b>	4630591	CORTEX INTERNATIONAL	
<b>Registration Number:</b>	3863075	FAHRENHEIT°	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5619622101		
<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>			
<b>Phone:</b>	561-962-2100		
<b>Email:</b>	lpatino@duanemorris.com		
<b>Correspondent Name:</b>	DUANE MORRIS LLP - Boca Raton IPD		
<b>Address Line 1:</b>	1875 NW Corporate Blvd, Suite 300		
<b>Address Line 4:</b>	Boca Raton, FLORIDA 33431-8561		
<b>NAME OF SUBMITTER:</b>	GREGORY M. LEFKOWITZ		
<b>SIGNATURE:</b>	/Gregory M. Lefkowitz/		
<b>DATE SIGNED:</b>	11/21/2018		
<b>Total Attachments: 5</b>			

CH \$190.00 4635072

source=CORTEX-FMK Agreement\_as filed#page1.tif  
source=CORTEX-FMK Agreement\_as filed#page2.tif  
source=CORTEX-FMK Agreement\_as filed#page3.tif  
source=CORTEX-FMK Agreement\_as filed#page4.tif  
source=CORTEX-FMK Agreement\_as filed#page5.tif

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into between Cortex USA, Inc. ("Cortex"), a United States company with a principal place of business located at 100 S Biscayne Blvd, Suite 800, Miami, Florida, 33309, and Dongguan Fumeikang Electrical Technology Co., Ltd ("FMK"), a Chinese company with the registered place at No. 17 building, Yinhu Ind. Area, Xiegang Town, Dongguan, Guangdong Province, as of the Effective Date defined below. Cortex and FMK are hereinafter referred to collectively as "the Parties".

### RECITALS

- A. The Parties have been engaged in a business relationship.
- B. The Parties wish to execute this Settlement Agreement to resolve any and all debts which Cortex owed to FMK and that have existed at any time up to and including the Effective Date of this Agreement.

C.



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

- 1. **Purpose.** This Settlement Agreement establishes the complete financial responsibility of Cortex to pay FMK any and all alleged past due debts to FMK through the end of 2014. This Settlement Agreement shall control in the event of a conflict with any prior course of dealing among the Parties.
- 2. **Incorporation of Recitals.** The Parties represent to each other that the above Recitals are true and correct to the best of their information, knowledge and belief. Each Recital is incorporated into this Settlement Agreement.
- 3. **Voluntary Settlement Agreement.** In entering into this Settlement Agreement, Cortex and FMK represent to each other that: (a) they have relied upon the legal advice of their

THORNTON DAVIS FEIN

clean-agreed.docx

December 10, 2015

Page 2

own respective attorneys in the negotiation and drafting of this Settlement Agreement and/or they have been given every opportunity to consult with the attorney of their choosing concerning the terms and conditions of this Settlement Agreement; and (b) they have not relied upon any representation or statement made by any other Party or any other person with regard to the subject matter, basis or effect of this Settlement Agreement other than the express provisions contained herein.

4. **Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, heirs and personal representatives.

5. **Amount Owed by Cortex.** The total amount for all past debts through the end of 2014 is

[REDACTED]

[REDACTED]

6. **Amount Owed Payment Schedule.** FMK acknowledges and agrees that with the exception of the Amount Owed, Cortex has timely made any and all payments due to FMK as of the Effective Date. The Amount Owed will be paid by Cortex according to the following payment schedule ("Payment Schedule") until the Amount Owed is fully paid:

a. [REDACTED]

*Handwritten signature* EM.

THORNTON | DAVIS | FEIN

b. [REDACTED]

7. **Cortex Monthly Financial Statements.** Cortex agrees to provide FMK with month-end financial statements for each month following a written request by FMK. Cortex financial statements will be provided within 10 business days following each request. Requests for financial statements will be limited to one request per month.

8. **Payment Form/Confirmation.** Cortex shall make all payments to FMK by wire transfer to the following account:

The Bank Account information of FMK  
Beneficiary Name: [REDACTED]  
Bank Account Number: [REDACTED]  
Bank: [REDACTED]  
Address: [REDACTED]  
SWIFT Code: [REDACTED]

---

Upon request by FMK, Cortex will provide FMK with documentation that enables FMK to confirm that a wire transfer has been processed to the above account.

9. **Limited Mutual Waiver of Default.** If the Cortex complies with the provisions of the Settlement Agreement, then FMK agree not to sue Cortex for the Amount Owed.

10. **Financial Responsibility.** The Parties agree that the terms of the Settlement Agreement herein consist of the only consideration due to FMK from Cortex.

11. **Mutual Non-Disparagement.** [REDACTED]

*Handwritten signature* E.M.

[REDACTED]

12. Costs and Fees. Each side shall bear its own costs and attorneys' fees incurred in connection with the negotiation and drafting of the Settlement Agreement.
13. Section Headings. The headings in this Settlement Agreement are for convenience of reference only and do not form a part of this Settlement Agreement.
14. Entire Agreement. This Settlement Agreement constitutes the entire agreement between the Parties, and there are no agreements or understandings between the Parties other than those contained herein and the Parties confirm that they have not entered into the Settlement Agreement on the basis of any representations that are not expressly incorporated in the Settlement Agreement.

15. Incorporation of Pricing Terms.

[REDACTED]

16. No Variation. This Settlement Agreement is not capable of variation other than in a written document entitled "Variation to Settlement Agreement" signed by the authorized representatives of each Party.
17. Controlling Language. This Settlement Agreement is written in English, in 4 copies, both parties hold 2 copies.
18. Governing Law/Forum. Any dispute, controversy, difference or claim arising out of or relating to the Settlement Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC")

*Handwritten signature* *EM*

December 10, 2015

Page 5

under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.


The governing law shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three.

19. **Counterparts.** This Settlement Agreement will be signed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.


20. **Effective Date.** This Settlement Agreement shall become effective ("Effective Date") on the date that the last Party signs this Settlement Agreement.

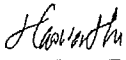
In witness whereof, the duly authorized representatives of Cortex and FMK have executed this Settlement Agreement on the dates shown below, and shall be effective upon the date of the last such signature affixed hereon:

12/10/15  
Date

  
\_\_\_\_\_  
Erez Maman  
Title: President  
Cortex USA, Inc.

12/10/2015  
Date

  
\_\_\_\_\_  
Haowen Hu  
Title: President  
Dongguan Fumeikang Electrical Technology Co., Ltd

 EM.

THORNTON | DAVIS | FEIN