

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM530457

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cortex-USA, Inc.		06/11/2019	Corporation:DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E.K. Professional, LLC		
<b>Street Address:</b>	3465 N. Meridian Avenue		
<b>City:</b>	Miami Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33140		
<b>Entity Type:</b>	Limited Liability Company		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	88426448	BE. PROFESSIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9548159335		
<b>Email:</b>	russellhallpa@gmail.com		
<b>Correspondent Name:</b>	Russell Hall		
<b>Address Line 1:</b>	520 SE 5th Avenue		
<b>Address Line 2:</b>	STE 2204		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		
<b>NAME OF SUBMITTER:</b>		Russell Hall	
<b>SIGNATURE:</b>		/russell hall/	
<b>DATE SIGNED:</b>		07/03/2019	
<b>Total Attachments: 4</b>			
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**EXHIBIT D**  
**INTELLECTUAL PROPERTY ASSIGNMENTS**

This INTELLECTUAL PROPERTY ASSIGNMENT ("**IP Assignment**"), dated as of June 11, 2019, is made by Cortex USA, Inc., a Delaware corporation ("**Seller**"), located at 1750 NW 15 Avenue, Suite 535, Pompano Beach, FL 33069, in favor of E.K. Professional, LLC, a Delaware limited liability company ("**Buyer**"), located at 3465 N. Meridian Avenue, Miami Beach, FL 33140, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of June 11, 2019 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

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

(a) the trademark registrations and applications set forth on **Error! Reference source not found.** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

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

(d) 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

(e) 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, dilution, 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP Assignment delivered by 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 IP Assignment.

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

6. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

**SELLER:**

Cortex USA, Inc.

By: \_\_\_\_\_

Name: Erez Maman

Title: Director

**TRADEMARK**

**REEL: 006697 FRAME: 0420**

**SCHEDULE A**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
<b>BE. PROFESSIONAL</b>	Federal - US	88426448	May 12, 2019