

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593375

<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>
Impact Cryotherapy, Inc.		07/31/2020	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cryosolutions Holdings, Inc.		
<b>Street Address:</b>	204 Heatherton Drive		
<b>City:</b>	Naperville		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60563		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88130749	CRYOSHIFT	
<b>Serial Number:</b>	88130782	C CRYOSHIFT	
<b>Serial Number:</b>	88130561	C	
<b>Serial Number:</b>	88018856	C	
<b>Serial Number:</b>	88130705	C CRYOSHIFT CRYOTHERAPY	
<b>Serial Number:</b>	88130671	C CRYOSHIFT	
<b>Serial Number:</b>	88130630	CRYOSHIFT CRYOTHERAPY	
<b>Serial Number:</b>	88127446	CRYOSHIFT CRYOTHERAPY	
<b>Serial Number:</b>	88020458	C CRYOSHIFT	
<b>Serial Number:</b>	88020337	CRYOSHIFT	
<b>Serial Number:</b>	88018693	CRYOSHIFT	
<b>Serial Number:</b>	87033502	IMPACT CRYOTHERAPY	
<b>Serial Number:</b>	86538558	IMPACT CRYOTHERAPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125212875		
<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>	3125212775		
<b>Email:</b>	ipdocket@muchshelist.com		

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**Correspondent Name:** Adam K Sacharoff  
**Address Line 1:** 191 N Wacker Drive, Suite 1800, Much She  
**Address Line 2:** Much Shelist, PC  
**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 0017550.0001

**NAME OF SUBMITTER:** Adam K Sacharoff

**SIGNATURE:** /adamksacharoff/

**DATE SIGNED:** 08/21/2020

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made as of July 31, 2020, by and among CRYOSOLUTIONS HOLDINGS, INC., a Delaware corporation (the “**Purchaser**”), and IMPACT CRYOTHERAPY, INC., a Georgia corporation, IMPACT CRYOTHERAPY INTERNATIONAL, LLC, a Georgia limited liability company, CRYOSHIFT FRANCHISING, LLC, a Georgia limited liability company, IMPACT CRYOTHERAPY INDUSTRIES, LLC, a Georgia limited liability company, and IMPACT CRYOTHERAPY TECHNOLOGIES, LLC, a Georgia limited liability company (collectively, the “**Sellers**”, and each, a “**Seller**”, and together with the Purchaser, the “**Parties**”).

### RECITALS

A. The Sellers, the Purchaser and the Founders are entering into that certain Asset Purchase Agreement, dated July 31, 2020 (the “**Purchase Agreement**”), whereby the Sellers are selling all of their Intellectual Property to the Purchaser, including but not limited to, the Intellectual Property listed on Schedule A attached hereto (the “**Transferred Intellectual Property**”). Capitalized terms used herein but not defined shall have the meanings set forth in the Purchase Agreement.

B. This Assignment is being executed and delivered pursuant to Sections 4.1(c) and 4.2(b) of the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the representations, warranties, covenants and agreements contained in the Purchase Agreement and herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Transfer of the Transferred Intellectual Property. The Sellers hereby sell, assign, convey, transfer and deliver the Transferred Intellectual Property and all of the Sellers’ rights, titles and interests therein and thereto unto the Purchaser and its successors and assigns.

2. Grant of Rights to the Transferred Intellectual Property. The Sellers grant, convey, transfer, alienate and assign to the Purchaser, the Sellers’ rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (a) rights to file and register the Transferred Intellectual Property in the Purchaser’s name with any Governmental Authority; (b) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office, the Canadian Patent and Trademark Office, and in any other public offices of any Governmental Authority; (c) rights to sue for, collect and retain damages predicated on present or future infringements of the Transferred Intellectual Property, as well as all other claims and rights to damages associated with the Transferred Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (d) goodwill associated with the Transferred Intellectual Property.

3. Domain Names and Social Media Accounts. With respect to the Domain Names and Social Media Accounts, Sellers represent and warrant that the Domain Names have been duly registered with the Registrars noted in the Schedule (the “**Registrar**”) in the name of one of the Sellers. Within ten (10) days after the Effective Date, the Sellers will unlock the Domain Name and provide the Purchaser with the authorization code for the Domain Name. After receipt of the authorization code, the Purchaser

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will initiate the transfer of the Domain Name and the Sellers shall respond within forty-eight (48) hours of receipt of any transfer request. the Sellers shall make all reasonably necessary arrangements to ensure that the Registrar and registrar designated by the Purchaser can complete the transfer. Sellers further represent and warrant that it will arrange for the transfer of all Social Media Accounts to a designated representative of the Purchaser immediately upon request of the Purchaser.

4. Further Assurances. The Sellers shall execute, acknowledge and deliver to the Purchaser such further instruments and documents which relate to the Transferred Intellectual Property as set forth in this Assignment as the Purchaser may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of the Purchaser's (or its affiliates) exclusive rights to the Transferred Intellectual Property and all claims or rights thereunder.

5. Trademarks. To the extent that any of the trademarks being assigned to the Purchaser hereunder are "intent-to-use" trademark applications, The Sellers acknowledge and agree that such Applications are being assigned to the Purchaser in connection with a transfer of all goodwill and the assets relating to the business in connection with which the trademarks covered by such intent to use Applications will be used.

6. Patents and Patent Applications. In addition to the above grant, The Sellers also assigns all of their right, title and interest in and to said patents, pending patent applications, and all inventions in all foreign countries, all applications for Letters Patent in foreign countries on said invention and any Patents which may evolve therefrom, including the right to claim International Convention priority.

7. No Retained Rights. The Sellers' assignment of the Transferred Intellectual Property to the Purchaser under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) of the Sellers in the Transferred Intellectual Property, whether currently existing or arising or recognized in the future. The Sellers do not reserve or retain any rights, titles or interests in the Transferred Intellectual Property.

8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

9. Conflicts. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

10. Counterparts. This Assignment may be executed in any number of counterparts, including electronic (portable document format (.pdf)) and facsimile counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement.

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IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the date first written above.

**PURCHASER:**

CRYOSOLUTIONS HOLDINGS, INC.,  
a Delaware corporation

By:   
Justin Knechtel, President

**SELLERS:**

IMPACT CRYOTHERAPY, INC.,  
a Georgia corporation

By: \_\_\_\_\_  
Richard E. Otto, CEO and President

IMPACT CRYOTHERAPY INTERNATIONAL, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Richard E. Otto, CEO and President

CRYOSHIFT FRANCHISING, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Richard E. Otto, CEO and President

IMPACT CRYOTHERAPY INDUSTRIES, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Richard E. Otto, CEO and President

IMPACT CRYOTHERAPY TECHNOLOGIES, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Richard E. Otto, CEO and President

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By:   
Richard E. Otto, CEO and President

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a Georgia limited liability company

By:   
Richard E. Otto, CEO and President

IMPACT CRYOTHERAPY INDUSTRIES, LLC,  
a Georgia limited liability company




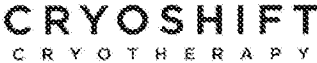

By:   
Richard E. Otto, CEO and President

IMPACT CRYOTHERAPY TECHNOLOGIES, LLC,  
a Georgia limited liability company

By:   
Richard E. Otto, CEO and President

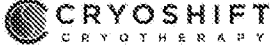

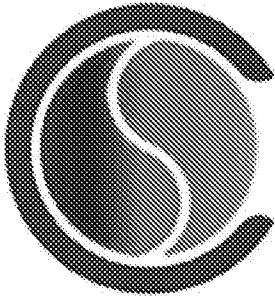


**SCHEDULE A**

**Registered Trademarks and Trademark Applications**

<b>U.S. FEDERALLY REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS<sup>1</sup></b>					
<b>Trademark</b>	<b>Image</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Comments</b>
IMPACT CRYOTHERAPY	N/A	86/538,558	5,595,948	Oct. 30, 2018	
IMPACT CRYOTHERAPY & Design		87/033,502	5,586,681	Oct. 16, 2018	
CRYOSHIFT	N/A	88/018,693	5,904,365	Nov. 5, 2019	
CRYOSHIFT & Design		88/020,337	5,915,902	Nov. 19, 2019	
C CRYOSHIFT & Design		88/020,458	5,915,903	Nov. 19, 2019	
CRYOSHIFT CRYOTHERAPY	N/A	88/127,446	5,922,278	Nov. 26, 2019	N/A
CRYOSHIFT CRYOTHERAPY & Design		88/130,630	5,922,294	Nov. 26, 2019	N/A
C CRYOSHIFT & Design		88/130,671	5,922,295	Nov. 26, 2019	N/A

<sup>1</sup> All U.S. Federally Registered Trademarks and Trademark Applications owned by the Sellers are owned of record by the entity Impact Cryotherapy, Inc., 53 Perimeter Center East, Suite 230, Atlanta, Georgia 30346.


EXECUTION VERSION

U.S. FEDERALLY REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS <sup>1</sup>					
Trademark	Image	Application Number	Registration Number	Registration Date	Comments
C CRYOSHIFT CRYOTHERAPY & Design		88/130,705	5,922,297	Nov. 26, 2019	N/A
C & Design		88/018,856	5,962,433	Jan. 14, 2020	N/A
C & Design		88/130,561	5,962,578	Jan. 14, 2020	N/A
C CRYOSHIFT & Design		88/130,782	N/A	Not yet Registered. Application Filed September 25, 2018; Published for Opposition Jan. 22, 2019.	<b>Statement of Use or Extension of Time Due Sept. 14, 2020.</b>
CRYOSHIFT & Design		88/130,749	6,080,904	June 16, 2020	N/A



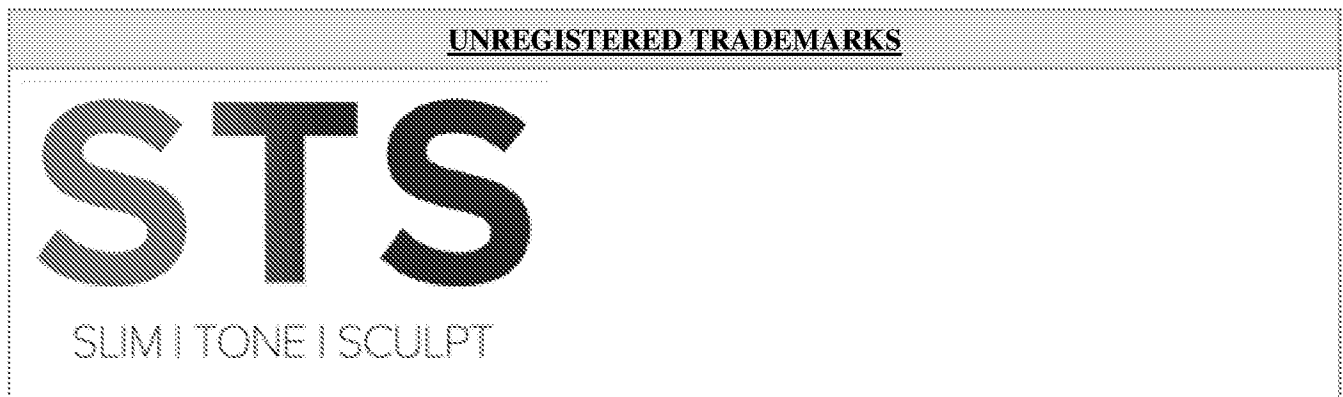
**EXECUTION VERSION**

<b>GEORGIA STATE REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS<sup>2</sup></b>					
<b>Trademark</b>	<b>Image</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Comments</b>
CRYOSHIFT CRYOTHERAPY & Design	No Drawing of the Mark.	N/A	S-29339	Nov. 14, 2018	N/A
CRYOSHIFT CRYOTHERAPY & Design	No Drawing of the Mark.	N/A	S-29340	Nov. 14, 2018	N/A

<b>CANADA REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS<sup>3</sup></b>					
<b>Trademark</b>	<b>Image</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Comments</b>
IMPACT CRYOTHERAPY	N/A	1742152	TMA1002638	Aug. 13, 2018	N/A
IMPACT CRYOTHERAPY & Design		1914998	N/A	N/A	<b>Formalized as of Aug. 28, 2018. No progress on application since that time.</b>

**Unregistered Trademarks**

All unregistered Trademarks of the Sellers, including, without limitation, the following:



<sup>2</sup> The only state trademark registrations and trademark applications owned by the Sellers are in the State of Georgia. The Georgia state trademark registrations are owned by the entity Impact Cryotherapy, Inc. d/b/a Cryoshift Cryotherapy, 53 Perimeter Center East, # 230, Atlanta, Georgia 30346.

<sup>3</sup> The only non-US Trademark Registrations and Trademark Applications owned by the Sellers are in Canada. All Canada Registered Trademarks and Trademark Applications owned by the Sellers are owned of record by the entity Impact Cryotherapy, Inc., 53 Perimeter Center East, # 230, Atlanta, Georgia 30346.

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**DOMAIN NAMES**

<u>Domain</u>	<u>Registrar</u>	<u>Registrant Name</u>	<u>Registrant Organization</u>	<u>Expiration Date</u>
www.impactcryo.com	FastDomain Inc.	Domain Privacy service FBO Registrant	The Endurance International Group, Inc.	June 16, 2021
www.cryoshift.com	GoDaddy.com, LLC	Registration Private	Domains by Proxy, LLC	March 24, 2021
www.cryoinnovations.net	FastDomain Inc.	Richard Otto	Impact Cryotherapy	October 13, 2020
www.cryoinnovations.org	FastDomain Inc.	N/A	The Endurance International Group, Inc.	October 13, 2020
www.impactcryo.net	FastDomain Inc.	Domain Privacy Service FBO Registrant	The Endurance International Group, Inc.	March 10, 2021
www.impactcryotherapy.com	FastDomain Inc.	Domain Privacy Service FBO Registrant	The Endurance International Group, Inc.	May 19, 2021
www.impactcryotherapy.net	FastDomain Inc.	Domain Privacy Service FBO Registrant	The Endurance International Group, Inc.	March 10, 2021
www.fusioncryo.com	FastDomain Inc.	Domain Privacy Service FBO Registrant	The Endurance International Group, Inc.	April 20, 2021
www.fusioncryotherapy.com	FastDomain Inc.	Domain Privacy Service FBO Registrant	The Endurance International Group, Inc.	April 20, 2021
www.symbiosecryo.com	FastDomain Inc.	Domain Privacy Service FBO Registrant	The Endurance International Group, Inc.	May 21, 2021
www.symbiosecryotherapy.com	FastDomain Inc.	Domain Privacy Service FBO Registrant	The Endurance International Group, Inc.	May 21, 2021
www.cryoshift.net	FastDomain Inc.	Domain Privacy Service FBO Registrant	The Endurance International Group, Inc.	June 27, 2021

## EXECUTION VERSION

<u>Domain</u>	<u>Registrar</u>	<u>Registrant Name</u>	<u>Registrant Organization</u>	<u>Expiration Date</u>
www.cryoshift.org	FastDomain Inc.	N/A	The Endurance International Group, Inc.	June 27, 2021

### SOCIAL MEDIA ACCOUNTS

<u>Social Media Account URL</u>	<u>Social Media Platform</u>	<u>Account Title / Screen Name / Channel</u>	<u>Social Media Handle</u>
<a href="https://www.facebook.com/impactcryo/">https://www.facebook.com/impactcryo/</a>	Facebook	Impact Cryotherapy	@impactcryo
<a href="https://twitter.com/impactcryo?lang=en">https://twitter.com/impactcryo?lang=en</a>	Twitter	Impact Cryotherapy	@impactcryo
<a href="https://www.linkedin.com/company/impact-cryotherapy/">https://www.linkedin.com/company/impact-cryotherapy/</a>	LinkedIn	Impact Cryotherapy	N/A
<a href="https://www.instagram.com/impactcryo/?hl=en">https://www.instagram.com/impactcryo/?hl=en</a>	Instagram	Impact Cryotherapy	impactcryo
<a href="https://www.youtube.com/channel/UC23zYnL2YnqySt6C1F6fNVg">https://www.youtube.com/channel/UC23zYnL2YnqySt6C1F6fNVg</a>	YouTube	Impact Cryotherapy	N/A
<a href="https://www.facebook.com/cryoshiftATL/">https://www.facebook.com/cryoshiftATL/</a>	Facebook	Cryoshift Cryotherapy	@cryoshiftATL
<a href="https://twitter.com/cryoshift_atl?lang=en">https://twitter.com/cryoshift_atl?lang=en</a>	Twitter	Cryoshift Cryotherapy	@cryoshift_atl
<a href="https://www.linkedin.com/company/cryoshift-cryotherapy/">https://www.linkedin.com/company/cryoshift-cryotherapy/</a>	LinkedIn	Cryoshift Cryotherapy Franchising	N/A
<a href="https://www.instagram.com/cryoshift_atl/?hl=en">https://www.instagram.com/cryoshift_atl/?hl=en</a>	Instagram	Cryoshift Alpharetta	cryoshift_atl

### Material Unregistered Copyrights

The Sellers claim copyrights in all fixed, original works of authorship that are owned by Sellers, including but not limited to all literary, musical, pictorial, graphic, motion picture, audiovisual, and sound recording works that are owned by the Sellers on their websites and social media accounts.

### Trade Names

CRYOSHIFT

CRYOSHIFT CRYOTHERAPY

## EXECUTION VERSION

### Patents

U.S. FEDERALLY REGISTERED PATENTS AND PATENT APPLICATIONS					
<u>Title of Submission</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>Date of Grant</u>	<u>Date of Submission</u>	<u>Comments</u>
Method and System for Providing Whole Body Cryotherapy	US 10,271,986	15/069,551	April 30, 2019	March 14, 2016	N/A
Method and System for Providing Whole Body Cryotherapy	Approved, but Pending final execution of USPTO documentation	15/376,568	N/A	December 12, 2016	<b>Pending - replacement sheet of drawings filed July 6, 2020.</b>
Method and System for Providing Whole Body Cryotherapy	Continuation application of Patent number 10,271,986	16/299,449	N/A	March 12, 2019	<b>Pending - ready for examination</b>
Method and System for Providing Whole Body Cryotherapy	N/A	62/279,592	N/A	January 15, 2016	<b>Provisional Application</b>
Method and System for Providing Whole Body Cryotherapy	N/A	62/132,921	N/A	March 13, 2015	<b>Provisional Application</b>
Method and System for Providing Whole Body Cryotherapy	N/A	62/407,405	N/A	October 12, 2016	<b>Provisional Application</b>
Method and System for Providing Whole Body Cryotherapy	N/A	62/415,262	N/A	October 31, 2016	<b>Provisional Application</b>

### Other Intellectual Property

1. Software
2. Customer Portal Development

With respect to the final sentence of Section 5.9(a) of the Agreement:

None.