

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594349

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                     |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| <b>SEQUENCE:</b>             | 2  |

## CONVEYING PARTY DATA

| Name            | Formerly | Execution Date | Entity Type                            |
|-----------------|----------|----------------|--|
| PHARM-OLAM, LLC |          | 06/19/2020     | Limited Liability Company:<br>DELAWARE |

## RECEIVING PARTY DATA

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | NEW PHARM-OLAM, LLC                 |
| <b>Street Address:</b> | 450 N SAM HOUSTON PKWY E, SUITE 250 |
| <b>City:</b>           | HOUSTON                             |
| <b>State/Country:</b>  | TEXAS                               |
| <b>Postal Code:</b>    | 77060                               |
| <b>Entity Type:</b>    | Limited Liability Company: DELAWARE |

## PROPERTY NUMBERS Total: 3

| Property Type               | Number  | Word Mark                                |
|-----------------------------|---------|--|
| <b>Registration Number:</b> | 4854480 | POI                                      |
| <b>Registration Number:</b> | 2655571 | PHARM-OLAM                               |
| <b>Registration Number:</b> | 5258879 | PHARM-OLAM HELPING CREATE A HEALTHIER WO |

## CORRESPONDENCE DATA

Fax Number:

*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: 703-712-5337  
 Email: edavenport@mcguirewoods.com  
 Correspondent Name: Emily S. Voorheis, McGuireWoods LLP  
 Address Line 1: 1750 Tysons Boulevard  
 Address Line 2: Suite 1800  
 Address Line 4: Tysons, VIRGINIA 22102-4215

|                           |                     |
|---------------------------|---------------------|
| <b>NAME OF SUBMITTER:</b> | Emily S. Voorheis   |
| <b>SIGNATURE:</b>         | /Emily S. Voorheis/ |
| <b>DATE SIGNED:</b>       | 08/26/2020          |

Total Attachments: 6

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”), is made and entered into effective as of June 19, 2020 (“Effective Date”), by and between PHARM-OLAM, LLC, a Delaware limited liability company (“Assignor”), and NEW PHARM-OLAM, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are hereinafter referred to as a “Party” or collectively, as the “Parties.” Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in that certain Strict Foreclosure Agreement dated as of the date hereof (“Foreclosure Agreement”).

**RECITALS**

WHEREAS, Assignor is the exclusive owner of all rights, title and interests in and to the intellectual property constituting Transferred Property (including without limitation those rights set forth on attached Schedule A);

WHEREAS, pursuant to Section 5(a) of the Foreclosure Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s right, title and interest in and to substantially all of the assets of Assignor, including, without limitation, the Transferred IP; and

WHEREAS, the Parties desire to further confirm the assignment of the Transferred IP to Assignee, pursuant to the terms and conditions set forth herein and in the Foreclosure Agreement.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

**Section 1 Assignment of Intellectual Property.** Upon the terms set forth in the Foreclosure Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all encumbrances, all of Assignor’s entire worldwide right, title and interest in and to all intellectual property constituting or relating to Assignor’s business, (whether owned by Assignor or a third Person), and all goodwill associated therewith, including without limitation, the trademark registrations, websites, and domain names, and other intellectual property set forth on Schedule A, together with any pending applications or registrations therefor, any and all income royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, the right to sue for any and all past, present and future infringements of such intellectual property assets, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (collectively, the “Transferred IP”).

**Section 2 Further Assurances.**

a. Assignor hereby covenants and agrees that it shall, at any time after the Effective Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and

delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Transferred IP, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's cost and expense, in exercising any rights with respect thereto.

b. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and the applicable officials of any other agencies or authorities, governmental or otherwise, including foreign governmental authorities, to issue or transfer all of the Transferred IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, or other domestic or foreign offices in which any of the Transferred IP is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute, acknowledge and deliver all such additional instruments and other documents and take, or cause to be taken, such further actions as may be reasonably required or necessary to effect, evidence or perfect the assignment of the Transferred IP to Assignee.

d. Assignor shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the domain names set forth on Schedule A (the "Domain Names") to Assignee and otherwise enable Assignee to register the Domain Names in the name of Assignee with the domain name registry of Assignee's choosing. Assignor agrees to provide Assignee, on the Effective Date, with any account information with all Domain Name registrars with whom the Domain Names are registered, including any user names and passwords of Assignor relating thereto. The Domain Names will be deemed transferred when the Domain Name registrar has confirmed the transfer in accordance with its procedures therefor and Assignee has administrative and technical access to and control of the Domain Names.

**Section 3 Successors and Assigns.** The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and permitted assigns.

**Section 4 Third Party Beneficiaries.** Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the Parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

**Section 5 Choice of Law.** This IP Assignment Agreement and the rights and obligations of the Parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law doctrines.

**Section 6 Terms of the Foreclosure Agreement.** The terms of the Foreclosure Agreement are incorporated herein by reference. The Parties acknowledge and agree that any representations, warranties, covenants, agreements and indemnities contained in the Foreclosure Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Foreclosure Agreement and the terms hereof, the terms and provisions of the Foreclosure Agreement shall govern.


**Section 7 Counterparts.** This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the Effective Date.


**ASSIGNOR:**

**PHARM-OLAM, LLC**

By:   
Name: Natalie K. Gassen  
Title: Chief Financial Officer

**ASSIGNEE:**

**NEW PHARM-OLAM, LLC**

By:   
Name: Natalie K. Gassen  
Title: Chief Financial Officer

**SCHEDULE A**

**TRANSFERRED IP**

1. Trademarks

| <b>Trademark</b>                                  | <b>Application Number</b> | <b>Application Date</b> | <b>Registration Number</b> | <b>Registration Date</b> |
|---|---------------------------|-------------------------|----------------------------|--------------------------|
| POI   | 86553681                  | 3/4/15                  | 4854480                    | 11/17/15                 |
| PHARM-OLAM  | 76117037                  | 8/25/00                 | 2655571                    | 12/3/02                  |
| PHARM-OLAM<br>HELPING CREATE A<br>HEALTHIER WORLD | 87062613                  | 6/7/16                  | 5258879                    | 8/8/17                   |

2. Domain Names

pharm-olam.org  
pharm-olam.com  
pharmolam.net  
pharmolaminternational.com\*  
quad-rex.com  
quad-rx.net  
quadrx.com  
trivista.net  
diabetesrespiratorystudy.com  
poi-it.com  
mbquest.net  
poi-domaincache.com  
pharm-olarn.com  
mb-quest.com  
mb-quest.net  
med-olam.net  
med-olam.com  
med-olam.us  
pharm-olam.mobi  
poi-survey.com  
pharm-olma.net  
pharm-olma.com  
pharm-olamsucks.net  
pharm-olamsucks.org  
pharm-olamsucks.com  
pharm-olam.info  
pharm-0lam.com  
pharm-olarrn.com  
pharrn-olarrn.com

pharrn-olam.com  
pharm-ollam.com  
pharn-olam.com  
pharm-oiam.com  
pharm-olaminternational.net  
pharm-olam.net  
pharm-olaminternational.com  
magenpartners.net  
pharmolam.com  
pharmolamgroup.biz  
pharmolamgroup.net  
pharmolaminternational.net  
quadrx.biz  
quad-rx.biz  
quad-rer.biz  
pharmolamgroup.com  
pharmolam.biz  
pharm-olaminternational.biz  
pharm-olam.biz  
pharm-olam-international.biz  
mb-quest.biz  
magenpartners.biz  
pharm-olam.us  
mbquest.biz  
magen-partners.biz  
brecoresearch.biz  
tri-vista.biz  
breco.biz  
biovista.biz  
bio-vista.biz  
medolam.biz  
magenpartners.com  
medolam.net