

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603232

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Zx Pharma LLC | | 09/01/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Sociétés des Produits Nestlé S.A. | | |
| Street Address: | Avenue Nestlé 55 | | |
| City: | Vevey | | |
| State/Country: | SWITZERLAND | | |
| Postal Code: | 1800 | | |
| Entity Type: | Société Anonyme (Sa): SWITZERLAND | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88435580 | GASGARD | |
| Serial Number: | 87954476 | HBGARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4078412343 | | |
| <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> | | | |
| Phone: | 407-841-2330 | | |
| Email: | dsigalow@allendyer.com | | |
| Correspondent Name: | David L. Sigalow | | |
| Address Line 1: | 255 S. Orange Avenue | | |
| Address Line 2: | Suite 1401 | | |
| Address Line 4: | Orlando, FLORIDA 32801 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | David L. Sigalow | | |
| Address Line 1: | 255 S. Orange Avenue | | |
| Address Line 2: | Suite 1401 | | |
| Address Line 4: | Orlando, FLORIDA 32801 | | |
| NAME OF SUBMITTER: | David L. Sigalow | | |
| SIGNATURE: | /David L. Sigalow/ | | |

OP \$65.00 88435580

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|---------------------|------------|
| DATE SIGNED: | 10/15/2020 |
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Total Attachments: 6

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of September 1, 2020 (the "Effective Date"), by and among Sociétés des Produits Nestlé S.A., a société anonyme organized under the laws of Switzerland ("Assignee"), on the one hand, and Zx Pharma LLC, a Delaware limited liability company, Caret Pharma LLC, a Delaware limited liability company, and Physician's Seal LLC, a Delaware limited liability company (collectively, "Assignors" and each, an "Assignor"), on the other. Assignors and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Nestlé HealthCare Nutrition, Inc., on the one hand, and IM HealthScience, LLC, and Physician's Seal LLC, on the other, are parties to that certain Asset Purchase Agreement dated as of August 17, 2020 (the "APA"), pursuant to which Nestlé HealthCare Nutrition, Inc. has agreed to purchase certain assets relating to the Business (as defined in the APA);

WHEREAS, concurrently with the closing of the transactions contemplated by the APA, Assignee and Assignors enter into that certain Intellectual Property Purchase Agreement dated as of September 1, 2020 (the "IPPA"), pursuant to which Assignors have agreed to sell, convey, assign, transfer and deliver to the Assignee, and Assignee has agreed to acquire from Assignors, all right, title and interest of the Assignors in the Transferred Intellectual Property (as defined in the IPPA); and

WHEREAS, Assignors and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the IPPA and to effectuate the assignment of the Business Trademarks and Business Domain Names (as defined in the APA) pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the IPPA, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the IPPA.

2. Assignment. Assignors hereby sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, their entire right, title and interest in and to the Business Trademarks and Business Domain Names, together with all goodwill associated therewith, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of the Business Trademarks and Business Domain Names including, but not limited to, those listed in Exhibit A.

3. Cooperation. Assignors agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform

such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Subject to Intellectual Property Purchase Agreement. This Agreement is being executed and delivered pursuant to, and is subject to and shall be governed by the terms and conditions of, the Intellectual Property Purchase Agreement. Nothing herein contained shall itself change, amend, expand, extend or alter (nor shall it be deemed or construed as changing, amending, extending, expanding or altering) the terms or conditions of the Intellectual Property Purchase Agreement in any manner whatsoever. Further, Assignee acknowledges that Assignors make no representation or warranty with respect to the Business Trademarks or Business Domain Names being conveyed hereby except as specifically set forth in the Intellectual Property Purchase Agreement. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Intellectual Property Purchase Agreement. In the event of any conflict or other difference between the Intellectual Property Purchase Agreement and this Assignment, the provisions of the Intellectual Property Purchase Agreement shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications contained in the Intellectual Property Purchase Agreement.

5. Governing Laws. This Assignment, and all claims or causes of action that are based on, arise out of, or relate to this Assignment, shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflicts of law rules and any other law that would cause the application of the laws (including the statute of limitations) of any jurisdiction other than the State of Delaware.

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

7. Amendment and Modification; Waiver. This Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, 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 Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark and Domain Name Assignment as of the date first written above.

ASSIGNEE:

Sociétés des Produits Nestlé S.A.

By: ^{DocuSigned by:} Claudio Kuoni
807920085079488
Name: Claudio Kuoni
Title: Vice President

ASSIGNOR:

Zx Pharma LLC

By: _____
Name: _____
Title: _____

ASSIGNOR:

Caret Pharma LLC

By: _____
Name: _____
Title: _____

ASSIGNOR:

Physician's Seal LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Trademark and Domain Name Assignment as of the date first written above.

ASSIGNEE:

Sociétés des Produits Nestlé S.A.

By: _____

Name: _____

Title: _____

ASSIGNOR:

Zx Pharma LLC

By: Fred Hassan

Name: Fred Hassan

Title: Manager

ASSIGNOR:

Caret Pharma LLC

By: Fred Hassan

Name: Fred Hassan

Title: Chairman

ASSIGNOR:

Physician's Seal LLC

By: Fred Hassan

Name: Fred Hassan

Title: Manager

Exhibit A

| | | | | | | |
|------|--------|---------|---------|----------|------------|--|
| ADDG | Canada | FDGARD | Issued | | TMA1030748 | |
| ADDG | US | GASGARD | Pending | 88435580 | | |
| ADDG | US | HBGARD | Pending | 87954476 | | |

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