

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM604143

<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>
Cohero Health, Inc.		10/16/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AptarGroup, Inc.		
<b>Street Address:</b>	265 Exchange Drive, Suite 100		
<b>City:</b>	Crystal Lake		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60014		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4902330	COHEROHEALTH	
<b>Registration Number:</b>	4765245	ASTHMAHERO	
<b>Registration Number:</b>	5001187	BREATHE SMARTER	
<b>Registration Number:</b>	5156786	BREATHESMART	
<b>Registration Number:</b>	5125292	HEROTRACKER	
<b>Registration Number:</b>	5228761	COHERO HEALTH	
<b>Registration Number:</b>	5048033	COHERO HEALTH	
<b>Serial Number:</b>	87732849		
<b>Serial Number:</b>	87732928	COHERO	
<b>Serial Number:</b>	88255376	MSPIROMETER	
<b>Serial Number:</b>	88255350	CSPiROMETER	
<b>Serial Number:</b>	88357809	POWERED BY COHERO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2037822889		
<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>	203.498.4347		
<b>Email:</b>	fduffin@wiggins.com		
<b>Correspondent Name:</b>	Francis J. Duffin, Wiggins and Dana LLP		
<b>Address Line 1:</b>	One Century Tower, 265 Church Street		

TRADEMARK

**Address Line 4:** New Haven, CONNECTICUT 06510

**NAME OF SUBMITTER:** Francis J. Duffin

**SIGNATURE:** /fjd/

**DATE SIGNED:** 10/21/2020

**Total Attachments: 12**

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**INTELLECTUAL PROPERTY ASSIGNMENT – TRADEMARKS**

October 16, 2020

**BACKGROUND**

Cohero Health, Inc., a Delaware corporation (“**Seller**”), and AptarGroup, Inc., a Delaware corporation (“**Buyer**”), are parties to that certain Asset Purchase Agreement by and among Seller, Buyer, and the Interest Holders, dated as of October 16, 2020 (the “**Asset Purchase Agreement**”), providing for among other things, the sale by Seller to Buyer of the Purchased Assets. Pursuant to the Asset Purchase Agreement, Seller has agreed to transfer and assign to Buyer all right, title, and interest in and to all Seller Intellectual Property included in the Purchased Assets. The parties agree as follows:

1. Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer, to the fullest extent permitted by law, and Buyer purchases, acquires and accepts, for the Buyer’s own use and enjoyment and for the use and enjoyment of the Buyer’s successors, assigns, licensees, or other legal representatives, all of Seller’s right, title, and interest in and to all trademark and service mark registrations therefor that are included in the Seller Intellectual Property, together with any goodwill associated therewith (the “**Purchased Trademark Registrations**”), and any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations or other violations of the Purchased Trademark Registrations, including the right to sue for and recover all damages, profits, proceeds, and all other remedies associated therewith. A list of all Purchased Trademark Registrations is set forth on Exhibit A hereto.

2. Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer, to the fullest extent permitted by law, and Buyer purchases, acquires and accepts, for the Buyer’s own use and enjoyment and for the use and enjoyment of the Buyer’s successors, assigns, licensees, or other legal representatives, all rights, title and interest in and to the Marks that are the subject of intent-to-use applications set forth on Exhibit A (the “**Purchased Trademark Applications**”) together with that portion of the business of Assignor in connection with which Assignor has a bona fide intent to use the Marks that are the subject of the Purchased Trademark Applications, the Marks, the Applications, and any registration, renewals, and extensions that may be granted thereon, and any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations or other violations of the Purchased Trademark Applications, including the right to sue for and recover all damages, profits, proceeds, and all other remedies associated therewith.

3. Neither the making nor the acceptance of this instrument or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Purchased Trademark Registration shall restrict, impair, reduce, expand or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by Seller or Buyer of any liabilities, duties or obligations imposed upon any of them by the terms of the Asset Purchase Agreement including, without limitation, the representations and warranties and other provisions contained therein.

4. This instrument may be signed in counterparts each of which shall be deemed an original. The parties further agree that counterparts to this instrument may be delivered by facsimile or pdf.

5. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

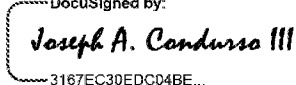
6. Article X of the Asset Purchase Agreement will apply to this Agreement mutatis mutandis.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first set forth above.

**SELLER:**

COHERO HEALTH, INC.

By:   
Name: Joseph A. Condurso III  
Title: Chief Executive Officer

**BUYER:**

APTARGROUP, INC.

By: \_\_\_\_\_  
Name: Alex Theodorakis  
Title: President, Pharma Prescription, AptarGroup, Inc.

[Signature Page to Project Cavalry Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first set forth above.


**SELLER:**

COHERO HEALTH, INC.

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

APTARGROUP, INC.

By:  \_\_\_\_\_  
Name: Alex Theodorakis  
Title: President, Pharma Prescription, AptarGroup, Inc.

Alex Theodorakis  
cn=Alex Theodorakis, o=Aptar,  
ou, email=atheo@aptar.com,  
c=US  
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**Exhibit A**

**Purchased Trademark Registrations and Applications**

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**Cohero Health, Inc.**  
Intellectual Property – Status Table

**US Trademark Registrations**

BK No.	City	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Class and Goods	Status
COHER 0107TUS	US	COHEROHEALTH	86/110,096 05 Nov 2013	4,902,330 16 Feb 2016	<u>009</u> Electronic communications systems comprised of computer hardware and downloadable mobile applications for the transmission of consumer medication adherence data to the user who has been prescribed to take the medication	<u>Decl. of Use Due:</u> 16 Feb 2022 <u>Renewal Due:</u> 16 Feb 2026
COHER 0108TUS	US	(Stylized) <b>asthmahero</b>	86/116,022 12 Nov 2013	4,765,245 30 Jun 2015	<u>009</u> Electronic communications systems comprised of computer hardware and downloadable mobile applications for the transmission of consumer medication adherence data to the user who has been prescribed to take the medication	<u>Decl. of Use Due:</u> 30 Jun 2021 <u>Renewal Due:</u> 30 Jun 2025
COHER 0109TUS	US	BREATHE SMARTER	86/636,079 20 May 2015	5,001,187 19 Jul 2016	<u>009</u> Electronic communications systems comprised of computer hardware and downloadable mobile applications for the transmission of consumer medication adherence data to the user who has been prescribed to take the medication	<u>Dec. of Use Due:</u> 19 Jul 2022 <u>Renewal Due:</u> 19 Jul 2026



**Cohero Health, Inc.**  
Intellectual Property – Status Table

BK No.	City	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Class and Goods	Status
COHER 0110TUS	US	BREATHESMART	86/636,086 20 May 2015	5,156,786 7 Mar 2017	<u>009</u> Electronic communications systems comprised of downloadable mobile applications that interact with computer hardware for the transmission of consumer medication adherence data to the user who has been prescribed to take the medication	<u>Dec. of Use Due:</u> 07 Mar 2023 <u>Renewal Due</u> 07 Mar 2027
COHER 0111TUS	US	HEROTRACKER	86/730,803 20 Aug 2015	5,125,292 17 Jan 2017	<u>010</u> Wireless medication inhaler sensor for medical purposes	<u>Dec. of Use Due:</u> 17 Jan 2023 <u>Renewal Due:</u> 17 Jan 2027
COHER 0112TUS	US	COHERO HEALTH	86/730,805 20 Aug 2015	5,228,761 20 Jun 2017	<u>010</u> Mobile spirometer	<u>Dec. of Use Due:</u> 20 June 2023 <u>Renewal Due:</u> 20 Jun 2027
COHER 0113TUS	US	COHERO HEALTH	86/731,092 20 Aug 2015	5,048,033 27 Sep 2016	<u>038</u> Providing communications via an electronic communications system comprised of respiratory hardware devices, namely, wireless medication inhaler sensors and mobile spirometers, that communicate with downloadable mobile applications for the transmission of consumer respiratory medication adherence data	<u>Dec. of Use Due:</u> 27 Sep 2022 <u>Renewal Due:</u> 27 Sep 2026



BK = Brooks Kushman  
Updated April 20, 2020

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**Cohero Health, Inc.**  
Intellectual Property – Status Table

**US Trademark Applications**

BK No.	Cty	Trademark	App. No.	Filing Date	Class and Goods	Status
COHER 0114TUS	US	(Open Circle Logo) 	87/732,849	22 Dec 2017	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data <u>10</u> Medical devices for use in treating respiratory diseases	<u>Allowed:</u> 17 Jul 2018 <u>Statement of Use due:</u> 17 Jul 2020 (4 <sup>th</sup> Ext) 17 Jul 2021 (FINAL)
COHER 0115TUS	US	(COHERO (Stylized with open circle for second "o")) 	87/732,928	22 Dec 2017	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data <u>010</u> Medical devices for use in treating respiratory diseases	<u>Allowed:</u> 17 Jul 2018 <u>Statement of Use due:</u> 17 Jul 2020 (4 <sup>th</sup> Ext) 17 Jul 2021 (FINAL)
COHER 0125TUS	US	MSPIROMETER	88/255,376	09 Jan 2019	<u>010</u> Patient medical monitors for monitoring lung function	<u>Allowed:</u> 2 Jul 2019 <u>Statement of Use due:</u> 02 Jul 2020 (2 <sup>nd</sup> Ext) 02 Jul 2022 (FINAL)




# Cohero Health, Inc.

## Intellectual Property – Status Table

BK No.	Ctry	Trademark	App. No.	Filing Date	Class and Goods	Status
COHER 0126TUS	US	CSPPIROMETER	88/255,350	09 Jan 2019	<u>010</u> Patient medical monitors for monitoring lung function	<u>Allowed:</u> 02 Jul 2019  <u>Statement of Use due:</u> 02 Jul 2020 (2 <sup>nd</sup> Ext) 02 Jul 2022 (FINAL)
COHER 0127TUS	US	POWERED BY COHERO	88/357,809	26 Mar 2019	<u>009</u> Downloadable computer application software for personal computing devices, namely, software for use in collecting respiratory data, storing respiratory data, storing respiratory data, and providing access to stored respiratory data	<u>Allowed:</u> 10 Sep 2019  <u>Statement of Use due:</u> 10 Mar 2020 (1 <sup>st</sup> Ext) 10 Sep 2022 (FINAL)

**Cohero Health, Inc.**  
Intellectual Property – Status Table

**Foreign Trademark Registrations**

BK No.	City	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Class Goods	Dec. of Use Renewal
COHER 0114TGB	GB	(Open circle logo) 	UK000003316143 07 Jun 2018	UK000003316143 07 Jun 2018	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data  <u>010</u> Medical devices for use in treating respiratory diseases	<u>Decl. of Use Due:</u> 31 Aug 2023 <u>Renewal Due:</u> 07 Jun 2028
COHER 0115TGB	GB	(COHERO (Stylized with open circle for second "O")) 	UK000003316226 07 Jun 2018	UK000003316226 07 Jun 2018	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data  <u>010</u> Medical devices for use in treating respiratory diseases	<u>Dec. of Use Due:</u> 31 Aug 2023 <u>Renewal Due:</u> 07 Jun 2028
COHER 0114TEU	EU	(Open circle logo) 	017913993 7 Jun 2018	017913993 18 Oct 2018	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data  <u>010</u> Medical devices for use in treating respiratory diseases	<u>Dec. of Use Due:</u> 18 Oct 2023 <u>Renewal Due:</u> 07 Jun 2028

BK = Brooks Kushman  
Updated April 20, 2020

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# Cohero Health, Inc.

## Intellectual Property – Status Table

BK No.	Ctry	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Class Goods	Dec. of Use Renewal
COHER 0111TEU	EU	HEROTRACKER	018054041 18 Apr 2019	01805041 17 Sep 2019	<u>010</u> Wireless medication inhaler sensor for medical purposes	<u>Dec. of Use:</u> Due: 17 Sept 2024 <u>Renewal Due:</u> 07 Jun 2028
COHER 0111TGB	GB	HEROTRACKER	UK00003393244 18 Apr 2019	UK00003393244 12 Jul 2019	<u>010</u> Wireless medication inhaler sensor for medical purposes	<u>Dec. of Use:</u> Due: 12 Jul 2024 <u>Renewal Due:</u> 18 Apr 2029
COHER 0125TEU	EU	MSPIROMETER	018089755 02 Jul 2019	018089755 15 Nov 2019	<u>010</u> Patient medical monitors for monitoring lung function	<u>Dec. of Use:</u> Due: 19 Nov 2024 <u>Renewal Due:</u> 02 Jul 2029
COHER 0125TGB	GB	MSPIROMETER	UK00003410947 02 Jul 2019	UK00003410947 27 Sep 2019	<u>010</u> Patient medical monitors for monitoring lung function	<u>Dec. of Use:</u> Due: 27 Sep 2014 <u>Renewal Due:</u> 02 Jul 2029

# Cohero Health, Inc.

## Intellectual Property – Status Table

BK No.	Ctry	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Class Goods	Dec. of Use Renewal
COHER 0126TEU	EU	CSPIROMETER	018090190 02 Jul 2019	018090190 15 Nov 2019	<u>010</u> Patient medical monitors for monitoring lung function	<u>Dec. of Use:</u> 19 Nov 2024 <u>Renewal Due:</u> 02 Jul 2029
COHER 0126TGB	GB	CSPIROMETER	UK00003411031 01 Jul 2019	UK00003411031 27 Sep 2019	<u>010</u> Patient medical monitors for monitoring lung function	<u>Dec. of Use</u> Due: 27 Sep 2024 <u>Renewal Due:</u> 02 Jul 2029

## Foreign Trademark Applications

BK No.	Ctry	Trademark	App. No. Filing Date	Class	Status
COHER 0115TEU and COHER 0115OCFEU	EU	(COHERO (Stylized with open circle for second "O"))  <b>cohero</b>	017914915 8 Jun 2018	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data  <u>010</u> Medical devices for use in treating respiratory diseases	Opposed by: CISC Semiconductor GmbH (Austria) (Opp. No. B3065536) Cohero prevailed  17 Jan 2020 CISC filed Appeal with EUIPO

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BK = Brooks Kushman  
Updated April 20, 2020

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