

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606458

<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>
Physician's Seal, LLC		09/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Société des Produits Nestlé S.A.		
<b>Street Address:</b>	Avenue Nestlé 55		
<b>City:</b>	Vevey		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	1800		
<b>Entity Type:</b>	Société Anonyme (Sa): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88772080	SLEEP HYGIENE CYCLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4072445690		
<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>	4078438880		
<b>Email:</b>	ipteam@gray-robinson.com		
<b>Correspondent Name:</b>	Christopher M. Ramsey		
<b>Address Line 1:</b>	301 East Pine Street, GrayRobinson P.A.		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>ATTORNEY DOCKET NUMBER:</b>	232126-2086		
<b>NAME OF SUBMITTER:</b>	Christopher M. Ramsey		
<b>SIGNATURE:</b>	/Christopher M. Ramsey/		
<b>DATE SIGNED:</b>	11/03/2020		
<b>Total Attachments: 9</b>			
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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 [REDACTED] 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."

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**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

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Name: Claudio Kuoni

Title: Vice President

[Redacted]

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: \_\_\_\_\_

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**ASSIGNOR:**

**Physician's Seal LLC**

By: Fred Hassan

Name: Fred Hassan

Title: Manager

**Exhibit A**

**Business Trademarks**

PHYSICIAN'S SEAL LLC							
AttorneyRef	Territory	Title	Status	ApplicationNum	RegNum	Notes	
232126-02072	Brazil	UTRAMEL	Issued	912118016	912118016		
232126-02073	Canada	UTRAMEL	Issued	1815940	TMA1,063,499		
232126-02273	Canada	CALM THE RESTLESS MIND	Issued	1815943	TMA1,049,834		
232126-02372	Brazil	SMART MAX	Published	912118008			
232126-02373	Canada	SMART MAX	Issued	1815938	TMA1,049,843		
232126-03273	Canada	ION POWERED PUMP	Issued	1815939	TMA1,063,462		
232126-03473	Canada	IPP	Issued	1815941	TMA1,063,459		
232126-03973	Canada	SLEEP HYGIENE CYCLE	Issued	1815942	TMA1,049,826		
232126-2002	United States	PHYSICIAN'S SEAL	Issued	85684280	4572925		
232126-2005	United States	PHYSICIAN'S SEAL & DESIGN	Issued	86283739	5475744		
232126-2006	United States	REMPRESH	Issued	85163744	4543757		
232126-2007	Brazil	REMPRESH	Issued	903422603	903422603		
232126-2009	India	REMPRESH	Issued	2095108	2095108		
232126-2010	Madrid/International	REMPRESH	Issued		1068355	Extension of protection in: China, EU, Israel, Japan, Russia, Switzerland	
232126-2011	Pakistan	REMPRESH	Pending	295929			
232126-201330	United States	PHYSICIAN'S SEAL & DESIGN	Issued	87977206	5562803		
232126-2016	United States	REMPRESH	Issued	87087951	5287516		
232126-2020	United States	UTRAMEL	Issued	87087981	5287517		
232126-20205	Madrid/International	UTRAMEL	Issued	A0063946	1338393	Extension of protection in: Australia, Switzerland, EU, Israel, Japan, Korea, Russia, Singapore	
232126-20221	United States	CALM THE RESTLESS MIND	Issued	87979766	5735382		



232126-20225	Madrid/International	CALM THE RESTLESS MIND	Issued	A00064000	1337424	Extension of protection in: Russia
232126-20235	Madrid/International	SMART MAX	Issued	A00063943	1338253	The international registration will eventually cease effect. Extension of protection in: Australia, Switzerland, EU, Israel, India, Japan, Korea, Russia, Singapore
232126-20291	United States	PASS THE CLEAR HEAD TEST	Issued	87979727	5717930	
232126-20301	United States	LO-MEL	Issued	87979698	5735774	
232126-20323	United States	ION POWERED PUMP	Issued	87977440	5562805	
232126-20325	Madrid/International	ION POWERED PUMP	Issued	A00063944	1338252	Extension of protection in: Australia, Switzerland, China, EU, Japan, Korea, Russia, Singapore
232126-20341	United States	IPP	Issued	87979200	5676702	
232126-20345	Madrid/International	IPP	Issued	A00063987	1337416	Extension of protection in: Australia, Switzerland, China, EU, India, Japan, Korea, Russia, Singapore
232126-20351	United States	THE SCIENCE OF A GOOD TOMORROW	Issued	87979761	5875273	
232126-20361	United States	THE SCIENCE OF A GOOD MORNING	Issued	87979201	5676703	
232126-20395	Madrid/International	SLEEP HYGIENE CYCLE	Issued	A00063988	1337415	The international registration will eventually cease effect. Extension of protection in: Switzerland, Israel, India, Japan
232126-20401	United States	NIGHTLY SLEEP COMPANION	Issued	87979180	5651700	
232126-20421	United States	MESA WAVE	Issued	87977189	5629571	

232126-20431	United States	CRA-MELATONIN	Issued	87979764	5705348	
232126-20441	United States	THE SLEEP SPECIALIST	Issued	87979763	5705347	
232126-2046	United States	PreSleep	Allowed	87819880		
232126-20471	United States	ION-POWERED MELATONIN	Issued	87979776	5693712	
232126-2048	United States	ADVANCED ION-POWERED MELATONIN	Issued	88232046	5825678	
232126-2049	United States	PACKAGING TRADE DRESS	Issued	88218960	5771791	
232126-2050	United States	PACKAGING TRADE DRESS	Issued	88218977	5771792	
232126-2051	United States	PACKAGING TRADE DRESS	Issued	88218986	5832319	
232126-2052	United States	PACKAGING TRADE DRESS	Issued	88218995	5832320	
232126-2053	United States	PACKAGING TRADE DRESS	Issued	88228650	5838344	
232126-2054	United States	PACKAGING TRADE DRESS	Issued	88228671	5838346	
232126-2055	United States	REMPRESH (DESIGN ON TOP OF BOX)	Issued	88220694	5794262	
232126-2056	United States	7h (& Design)	Issued	88220716	5832335	
232126-2057	United States	# 1 SLEEP DOCTOR RECOMMENDED (& DESIGN)	Issued	88228683	5838347	
232126-2059	United States	TABLET DESIGN TRADE DRESS	Issued	88220744	5832336	
232126-2060	United States	CONTINUOUS RELEASE AND ABSORPTION MELATONIN	Pending	88483067		
232126-2089	United States	QUICK BURST DELIVERY SYSTEM	Pending	90054816		This application replaces App. No. 88483072
232126-2062	United States	TRIMAX	Abandoned			Application expired Aug. 5, 2020
232126-2085	China	ULTRAMEL	Allowed	88483100		
232126-2086	United States	SLEEP HYGIENE CYCLE	Issued	38159132	38159132	
232126-2087	United States	SMART MAX	Pending	88772080		
232126-2088	United States	REMPRESH SMART MAX	Allowed	88772064		
232126-2088	United States	REMPRESH SMART MAX	Allowed	88772087		

