

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607553

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Theraplex Company, LLC | | 10/23/2020 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Theraplex, LLC | | |
| Street Address: | 1516 Motor Parkway | | |
| City: | Islandia | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11749 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3651030 | THERAPLEX | |
| Registration Number: | 2979635 | THERAPLEX | |
| Registration Number: | 5171264 | HYDROLOTION | |
| Registration Number: | 4641271 | CLEARLOTION | |
| Registration Number: | 4210334 | CLEAN 'N TREAT | |
| Registration Number: | 4167881 | THERAESTHETICS | |
| Registration Number: | 5069010 | HYDROPOTION | |
| Serial Number: | 90019591 | THERAPLEX AIM | |
| Serial Number: | 90023619 | THERAPLEX BARRIER BALM | |
| Registration Number: | 3724679 | HYDROLOTION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2077863566 | | |
| Email: | trademarks@brannlaw.com | | |
| Correspondent Name: | Kevin R. Haley | | |
| Address Line 1: | 184 Main Street | | |
| Address Line 2: | P.O. Box 3070 | | |
| Address Line 4: | Lewiston, MAINE 04243-3070 | | |

OP \$265.00 3651030

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| NAME OF SUBMITTER: | Kevin R. Haley |
| SIGNATURE: | /Kevin R. Haley/ |
| DATE SIGNED: | 11/09/2020 |
| Total Attachments: 15 source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif source=IP Assignment#page6.tif source=IP Assignment#page7.tif source=IP Assignment#page8.tif source=IP Assignment#page9.tif source=IP Assignment#page10.tif source=IP Assignment#page11.tif source=IP Assignment#page12.tif source=IP Assignment#page13.tif source=IP Assignment#page14.tif source=IP Assignment#page15.tif | |

WORLDWIDE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Worldwide Intellectual Property Assignment Agreement (this "Assignment") is made and entered into effective as of October 23, 2020 ("Effective Date") by and between The Theraplex Company, LLC, a Tennessee limited liability company with an address of [INSERT ADDRESS] ("Assignor) and Theraplex, LLC, a Delaware limited liability company with an address of 1516 Motor Pkwy, Islandia, NY 11749 ("Assignee"). Assignor and Assignee may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 25, 2020 ("Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under those copyright registrations and applications set forth on Schedule A attached hereto and made a part hereof and all other copyrights held by Assignor (collectively, the "Transferred Copyrights");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under those trademark registrations and applications set forth on Schedule B attached hereto and made a part hereof (collectively, the "Transferred Trademarks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under those patent registrations and applications set forth on Schedule C attached hereto and made a part hereof (collectively, the "Transferred Patents"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under those domain name registrations and applications set forth on Schedule D attached hereto and made a part hereof (collectively, the "Transferred Domain Names," together with the Transferred Copyrights, Transferred Trademarks and Transferred Patents, the "Transferred Intellectual Property).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

2. **Conveyance and Acceptance.** In accordance with the provisions of the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Transferred Intellectual Property.

including all good will associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and Assignee hereby purchases, takes delivery of and acquires such Transferred Intellectual Property and accepts such sale, transfer, conveyance and assignment.

3. **Recordation.** Assignor hereby authorizes and requests that (a) the Register of Copyrights of the United States Copyright Office and the empowered officials of all other governments to issue or transfer all Transferred Copyrights to Assignee, or otherwise as Assignee may direct, (b) that the United States Patent and Trademark Office transfer all Transferred Trademarks and Transferred Patents to Assignee, or otherwise as Assignee may direct and to record this Assignment.

4. **Electronic Transfer.** Assignor agrees to cooperate with Assignee to transfer the Transferred Domain Names from Assignor's account to Assignee's account promptly after the date of this Assignment. If, due to applicable domain name registrar rules or regulations, a particular Transferred Domain Name cannot be assigned, the Parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Assignor shall maintain such Transferred Domain Names in full force and effect, at Assignee's expense.

5. **Authorization.** Assignor authorizes and requests that GoDaddy, Inc. and/or any other applicable registration authority to transfer ownership of the Transferred Domain Names from Assignor to Assignee.

6. **Further Assurances.** Assignor agrees, at the request of Assignee and at the Assignee's expense to: (a) execute and deliver any further documents and to take any further action reasonably necessary to enable Assignee to become the registered owner of the Transferred Intellectual Property and to secure the benefits of the rights hereby assigned; and (b) to aid in securing the signature by the inventors of official documents concerned with future patent application(s) claiming priority from the Transferred Patents.

7. **Miscellaneous.**

a. This Assignment, the rights of the Parties and all actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. The parties agree that any lawsuit brought by any party under this Agreement shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, any state or federal court located in the State of Tennessee.

b. Except as otherwise provided herein, each Party shall be solely responsible for and shall bear all of its own costs and expenses incident to its obligations under and in respect of this Assignment and the transactions contemplated hereby.

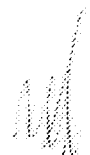
c. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

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d. Except as provided for in Sections 3, 4 and 6 hereof, nothing in this Assignment shall alter any liability or obligations of the Assignor or the Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Transferred Intellectual Property. In the event of any conflict or ambiguity between the terms hereof and the terms of the Purchase Agreement, the terms of this Assignment shall govern and be controlling; provided, that, for the avoidance of doubt, this Assignment is intended to capture all Intellectual Property Rights of Assignor.

e. This Assignment may be executed and delivered manually or by facsimile or other electronic transmission in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. This Assignment will become effective when duly executed by each Party hereto.

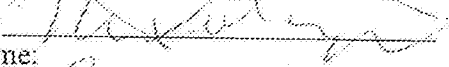
[Signature Page Follows]



IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the date first written above.

ASSIGNOR:

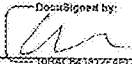
THE THERAPELX COMPANY, LLC

By: 
Name:
Title: *President*

ASSIGNEE:

THERAPLEX, LLC

By: Pharmapacks Brand Holdings, LLC

By: 
Name: Adam Berkowitz
Title: COO



SCHEDULE A

Not Applicable

SCHEDULE B

Transferred Trademarks

Theraplex -- Reg No. 3651030

Theraplex -- Reg No. 2979635

Hydrolotion -- Reg No. 5171264

Clearlotion -- Reg No. 4641271

Clean 'N' Treat -- Reg No. 4210334

Theraesthetics -- Reg No. 4167881

Hydropotion -- Reg No. 5069010

Theraplex Aim -- Application Serial No. 90019591

Theraplex Barrier Balm -- Application Serial No. 90023619

Hydrolotion -- Reg No. 3724679

Common Law Mark: Medical Moisturizer

SCHEDULE C

Transferred Patents

Reducing Tackiness and Greasiness of Petrolatum-Like Materials -- Patent No. 8,865,194

Topical Formulation for Inflammatory Skin Conditions -- Application No. 16/365,870



SCHEDULE D

Transferred Domain Names

Theraplex.biz
Theraplex.com
Theraplex.net
Theraplex.us

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Welcome Greg! Log Out



Cart (0)

2477 Support 1.866.855.

All Products

Domains

Websites

Ecommerce

Hosting & SSL

Email

Online Marketing

Need Help? 1.866.734.4782

Renewal Center

Support

Cart (0)

Account

Account Manager / Renewals

Product

theraplex.biz

theraplex.com

theraplex.net

theraplex.us

Expiration Date

20-Jun-2019

08-Jan-2019

20-Apr-2019

20-Jun-2019



Register.com is a Web.com Company. Register.com provides the essential tools that businesses need to build and manage their online presence. With over 15 years in the industry, 50 products, 2 million domain names under management, and hundreds of thousands of satisfied customers Register.com is the leader in online small business tools.

Account Log In | Reseller Programs

Products

Domain Names

Email Hosting

Do-It-Myself Website

Do-It-For-Me Website

eCommerce

SSL Certificates

Web Hosting

Free Logo Design

Support

Customer Support

Contact Us

Report Ethical Hacking

Resources & Tools

Email log-in

Learning Center

Partner Offers

Dispute Policy

DCMA Notice

Company

Information

About Us

Who is Web.com?

Web 101 Blog

Partner with Register.c

Become an Affiliate

Advertising with Register

Become a Reseller

Additional Products

Recommended



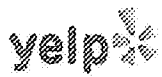
mikepietrangelo.com
is a great fit for you



or

Search for a new domain

Deals from GoDaddy Partners



\$300 IN FREE YELP ADS

No, seriously. Free!



SAVE ON .COM DOMAINS

~~\$14.99*~~ \$11.99* / 1st
year



GODADDY RESELLER 30% OFF*

Handwritten initials



My Products

24/7 Support (480) 505-8877

Account Settings

Domains



betaliftpeel.us

DNS

Manage



bliftpeel.us

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Manage



bliftx.us

DNS

Manage



bliftr.us

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betaliftpeel.com
Private Registration

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senioritch.com
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Domain Products