

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer HealthCare LLC		07/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oystershell Consumer Health, Inc.		
Street Address:	409 East Lancaster Avenue		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2276127	RID	
Registration Number:	2276153	RID	
Registration Number:	2290522	RID	
Registration Number:	3999088	RIDVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	8669133501		
<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:	8669133499		
Email:	Cliff@freship.com		
Correspondent Name:	Clifford D Hyra		
Address Line 1:	11710 Plaza America Drive Suite 2000		
Address Line 4:	Reston, VIRGINIA 20190		
NAME OF SUBMITTER:	Janice Housey		
SIGNATURE:	/Janice Housey/		
DATE SIGNED:	01/08/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

between

Bayer HealthCare LLC

100 Bayer Boulevard, Whippany NJ 07981, USA

- hereinafter referred to as "Seller" -

and

Oystershell Consumer Health, Inc.

409 East Lancaster Avenue, Wayne, Pennsylvania 19087, USA

- hereinafter referred to as "Purchaser" -

Seller and Purchaser are hereinafter referred to as "Parties", each a "Party".

Recitals

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement dated July 10, 2020 (hereinafter referred to as APA) by which Seller agrees to sell certain assets (as defined in the APA) to Purchaser;

WHEREAS Seller is the owner of the trademarks listed in Schedule 1 to this Agreement (hereinafter referred to as Trademarks), and

WHEREAS according to the APA a separate Trademark Assignment Agreement shall be entered into between Seller and Purchaser, and

WHEREAS the transfer of the Trademarks shall be registered.

Now therefore, the Parties enter into the following Agreement:

1 Assignment and Transfer

1.1 Seller herewith absolutely assigns and transfers to Purchaser any and all right, title and interest in and to the Trademarks indicated in Schedule 1 to this Agreement. Purchaser hereby accepts this transfer and assignment. The transfer and assignment under this Agreement shall take effect upon signature of this Agreement by both Parties and shall include all goodwill associated with the goods and services for which the Trademarks are registered and used.

1.2 Seller shall deliver to Purchaser all records and files relating to the Trademarks as soon as reasonably practicable after the signing of this Agreement.

2 Recordal of Assignment and Transfer

2.1 Purchaser shall be responsible for the registration of the transfer of the Trademarks in the register of the relevant territory and for compliance with any deadlines for doing so. Purchaser shall be responsible for the preparation of all documents necessary for the recordation of the transfer of the Trademarks. All costs shall be borne by Purchaser. Seller shall on Purchaser's request and at Purchaser's expense, but only if such request was made within a period of six (6) months after the Closing Date, do and execute or arrange for the doing and execution of all acts, deeds and documents reasonably necessary for the recordation of the transfer of the Trademarks in the local register.

2.2 After the Closing Date Seller shall - if necessary - hold the Trademarks as nominee and trustee for and on behalf of Purchaser and shall use its reasonable endeavors (subject to

reimbursement of its out of pocket costs by Purchaser) to maintain the Trademarks until the transfer of the Trademarks is recorded but for no longer than nine (9) months after the Closing Date. Thereafter, Seller shall only be obliged to take action in order to maintain and renew the Trademarks on the explicit instruction and costs of Purchaser if the documents required for the registration of the transfer of the Trademarks and to be executed by Seller have been provided to Seller by Purchaser within six (6) months after the Closing Date. Purchaser grants Seller an irrevocable, paid-up, sub-licensable license to use the Trademarks to fulfil its obligation under the Transitional Service Agreement and the Transitional Trademark License Agreement.

3 Legal Status of the Trademarks and liability of Parties

- 3.1 The Trademarks shall be transferred under their current (legal) status "as is".
- 3.2 Seller makes no representations, warranties, or guarantees and assumes no disclosure or similar obligations in connection with this Agreement and the APA, except as expressly set forth in the APA.

4 Miscellaneous


- 4.1 Terms used but not defined herein with initial capital letters shall have the same meaning as those used in the APA.
- 4.2 Seller and Purchaser agree to amend the form of this assignment or issue a confirmatory deed of assignment as they shall be reasonably advised by local trademark agents of repute or as it may be required to comply with local law or practice in order to obtain the recordal of the assignment and transfer by trademark authorities.
- 4.3 This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (excluding conflict of laws principles).
- 4.4 Any dispute arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be adjudicated under the dispute provisions set forth in the APA.
- 4.5 Schedule 1 forms an integral part of this Agreement.

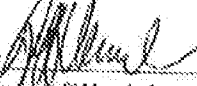
July 23, 2020

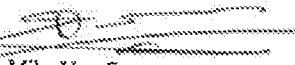
....., 2020

Bayer HealthCare LLC

OysterShell Consumer Health, Inc.

By: 
Name: Dr. Katarina Spiegl
Title: Attorney-in-fact

By: 
Name: Jeff Vernimb
Title: Chief Executive Officer and President

By: 
Name: Mike Van Ganse
Title: Secretary

Signature page to Trademark Assignment Agreement

Schedule 1: Trademark List

Trademark	Country	Origin	International Classes	Registered Owner	Application Number	Application Date	Registration No	Registration Date	Status	Next Renewal Due
RID	Egypt	National	05	Bayer HealthCare LLC, United States of America	87655	1993-07-28	87655	1993-07-28	Registered	2023-07-28
RID	Estonia	National	05	Bayer HealthCare LLC, United States of America	6464	1993-07-23	9847	1994-04-05	Registered	2020-10-23
RID	Ireland	National	05	Bayer HealthCare LLC, United States of America	2002/00287	2002-02-05	223749	2002-02-05	Registered	2022-02-04
RID	Latvia	National	05	Bayer HealthCare LLC, United States of America	M-93-05	1993-01-08	M13344	1994-03-10	Registered	2023-01-08
RID	Russian Federation	National	05	Bayer HealthCare LLC, United States of America	127665	1990-10-23	96304	1990-10-23	Registered	2020-10-23
RID (Cyrillic)	Russian Federation	National	05	Bayer HealthCare LLC, United States of America	127669	1990-10-23	96965	1990-10-23	Registered	2020-10-23
RID	Ukraine	National	05	Bayer HealthCare LLC, United States of America			3851	1994-02-28	Registered	2022-02-06
RID	United Kingdom	National	05	Bayer HealthCare LLC, United States of America	2292045	2002-02-06	2292045	2002-02-06	Registered	2029-09-09
RID	United States of America	National	05	Bayer HealthCare LLC, United States of America	75/540877	1998-08-24	2276127	1999-09-07	Registered	

RID (and device)	United States of America	National	05	Bayer HealthCare LLC, United States of America	75/549516	1988-09-08	2276153	1999-09-07	Registered	2029-09-07
RID	United States of America	National	05	Bayer HealthCare LLC, United States of America	75404697	1997-12-12	2290522	1999-11-02	Registered	2029-11-02
RIDVANTAGE	United States of America	National	10	Bayer HealthCare LLC, United States of America	77/940808	2010-02-21	3999088	2011-07-19	Registered	2021-07-19