

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630671

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		02/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PanTheryx Brands, LLC		
Street Address:	2235 S Central Avenue		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4471247	TRUBIOTICS	
Registration Number:	4846059		
Registration Number:	4466926	TRUBIOTICS	
Registration Number:	5191816	TRUNATAL	
Registration Number:	4362213	TRUPRESERVE	
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:	4124545033		
Email:	Victoria.Summerfield@troutman.com		
Correspondent Name:	Victoria D Summerfield		
Address Line 1:	501 Grant Street, Suite 300, Union Trust		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	148548.1		
NAME OF SUBMITTER:	Victoria D Summerfield		
SIGNATURE:	/Victoria D Summerfield/		
DATE SIGNED:	03/09/2021		

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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

PanTheryx Brands, LLC, hereinafter referred to as "Purchaser"

and

PanTheryx, Inc., hereinafter referred to as "Purchaser Guarantor"

-hereinafter collectively referred to as "Purchaser Group"

on the other hand.

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

Recitals

WHEREAS, Seller and Purchaser Group have entered into an Asset Purchase Agreement dated February 26, 2021 (hereinafter referred to as APA) by which Seller agrees to sell certain Sold Assets (as defined in the APA) to Purchaser;

WHEREAS Seller is the owner of the trademarks listed in Annex 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 relating to the territory as indicated in Annex 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 and the possibility to fulfill any use requirements) 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 if the legal conditions for the renewal can be met and 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.

3 Legal Status of the Trademarks and liability of Parties

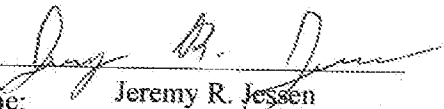
- 3.1 The Trademarks shall be transferred under their current (legal) status “as is”.
- 3.2 Seller makes no representations, warranties, or guarantees whatsoever and assumes no disclosure or similar obligations in connection with this Agreement and the APA, except as expressly set forth in the APA.

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, USA, (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 Annex 1 forms an integral part of this Agreement.

[Signature page to follow]

BAYER HEALTHCARE LLC


Name: Jeremy R. Jesen
Title: General Counsel, Consumer Health

PANTHERYX BRANDS, LLC

Name: _____
Title: _____


PANTHERYX, INC.

Name: _____
Title: _____

BAYER HEALTHCARE LLC


Name: _____
Title: _____

PANTHERYX BRANDS, LLC



Name: Wes Parri
Title: President

PANTHERYX, INC.



Name: Wes Parri
Title: President

[Signature page to Trademark Assignment Agreement]

Annex I: Trademark list

Trademark	Country	Origin	Nice Classes	Registered Owner	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal Due
TRUBIOTICS	United States of America	National	05	Bayer HealthCare LLC, United States of America	85/341786	2011-06-09	4471247	2014-01-21	Registered	2024-01-21
TRUBIOTICS (leaf design only)	United States of America	National	05	Bayer HealthCare LLC, United States of America	86613727	2015-04-29	4846059	2015-11-03	Registered	2025-11-03
TRUBIOTICS (logo, leaf)	United States of America	National	05	Bayer HealthCare LLC, United States of America	85/463607	2011-11-03	4466926	2014-01-14	Registered	2024-01-14
TRUNATAL	United States of America	National	05	Bayer HealthCare LLC, United States of America	86613683	2015-04-29	5191816	2017-04-25	Registered	2027-04-25
TRUPRESERVE	United States of America	National	21	Bayer HealthCare LLC, United States of America	85/586082	2012-04-02	4362213	2013-07-02	Registered	2023-07-02

TRADEMARK

REEL: 007215 FRAME: 0271

RECORDED: 03/09/2021