

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McAuley Medical, Inc.		03/11/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Pelstar, LLC		
Street Address:	9500 West 55th Street		
City:	McCook		
State/Country:	ILLINOIS		
Postal Code:	60525		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90450413	M	
Serial Number:	90450414	MCAULEY MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	3124643111		
<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:	3124643100		
Email:	trademarks@loeb.com		
Correspondent Name:	Tatyana Gilles		
Address Line 1:	321 North Clark Street, Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Tatyana V. Gilles		
SIGNATURE:	/Tatyana V. Gilles/		
DATE SIGNED:	03/15/2021		
Total Attachments: 5			
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OP \$65.00 90450413

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is effective as of March 11, 2021 (the "Effective Date") by and between McAuley Medical, Inc., a Florida corporation with a place of business at 8467 NE 44th Drive, Wildwood, Florida 34785 ("Assignor"), and Pelstar, LLC, an Illinois limited liability company with a place of business at 9500 West 55th Street, McCook, Illinois 60525 ("Assignee").

WHEREAS, Assignor owns all the right, title and interest in and to the trademarks shown in the attached Exhibit A, and any common law rights related to the trademarks (collectively, the "Trademarks"), together with the goodwill symbolized by and associated with the Trademarks and the ongoing business to which the Trademarks pertain, including but not limited to the trademark applications listed in Exhibit A;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the Effective Date hereof by and among Assignor, Assignee and the other parties thereto, Assignor agreed to sell, convey, transfer, assign, and deliver to Assignee, among other assets, all of its right, title and interest in and to the Trademarks;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks, and any common law rights related to the Trademarks, together with the goodwill symbolized by and associated with the Trademarks and the ongoing business to which the Trademarks pertain, including but not limited to the trademark applications listed in Exhibit A; and,

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademarks, and any common laws rights related to the Trademarks, together with the goodwill symbolized by and associated with the Trademarks and the ongoing business to which the Trademarks pertain, including but not limited to the trademark applications listed in Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee all right, title and interest in and to the Trademarks, and any common laws rights related to the Trademarks that Assignor has or may have, together with the goodwill symbolized by and associated with the Trademarks and the ongoing business to which the Trademarks pertain, including but not limited to the trademark applications listed in Exhibit A, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringements, violations, dilutions or contract breaches, together with the right at law or equity to sue and recover for any past, continuing and/or future infringements, violations, dilutions or contract breaches and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date hereof.

Assignee hereby accepts the assignment of the Trademarks and all other rights described in this assignment.

Assignor agrees to execute any further papers as may be necessary and proper to vest full title in and to the Trademarks and other corresponding rights in the Assignee.

Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any exhibits, assignments, powers of attorney, or

other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Purchased Patent Assets to Assignee, or any assignee or successor thereto.

This Assignment shall be binding and inure to the benefit of the Assignee and Assignor and their respective successors and assigns.

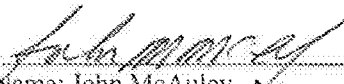
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This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

MCAULEY MEDICAL, INC.

By: 
Name: John McAuley
Title: President

ASSIGNEE:

PELSTAR, LLC

By: _____
Name: Dan Maeir
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007221 FRAME: 0373

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

MCAULEY MEDICAL, INC.

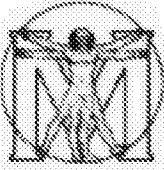
By: _____
Name: John McAuley
Title: President

ASSIGNEE:

PELSTAR, LLC

By:  _____
Name: Dan Maier
Title: Chief Executive Officer

EXHIBIT A
TRADEMARKS

	Mark	Country	Serial No.
1.	 “M and Design”	United States	90450413
2.	MCAULEY MEDICAL	United States	90450414