

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632196

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900594503		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Teifion Emlyn James		01/05/2021	INDIVIDUAL: GREAT BRITAIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Laboratoires Thea		
<b>Street Address:</b>	12, rue Louis Blériot		
<b>Internal Address:</b>	Zone Industrielle du Brézet		
<b>City:</b>	Clermont-Ferrand		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	63100		
<b>Entity Type:</b>	Société Par Actions Simplifiée (Sas): FRANCE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4370900	EYEBAG	
<b>Registration Number:</b>	4370901	MGDRX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133699		
<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>	317-713-3500		
<b>Email:</b>	efstrademarks@taftlaw.com		
<b>Correspondent Name:</b>	Amy Wright		
<b>Address Line 1:</b>	TAFT STETTINIUS & HOLLISTER LLP		
<b>Address Line 2:</b>	One Indiana Square, Suite 3500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	LAB08-00100		
<b>NAME OF SUBMITTER:</b>	Amy Wright		
<b>SIGNATURE:</b>	/Amy Wright/		
<b>DATE SIGNED:</b>	03/16/2021		
<b>Total Attachments: 5</b>			

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## Intellectual Property Assignment Agreement

This IP assignment agreement ("Agreement") is executed on January 5<sup>th</sup> 2021, ("Date of the Agreement") by and between:

- (1) **Laboratoires Théa**, a French SAS company, incorporated with the registre du commerce et des sociétés of Clermont-Ferrand, France, under number 390 813 988 ("Transferee");
- (2) **Professor Telfion Emlyn James**, a British citizen, residing 1 Heath Villas, Halifax, UK, England ("TJ"); and
- (3) **The Eyebag Company Limited**, an English private limited company, incorporated with the Companies House under number 05110816 ("Eyebag");

(TJ and Eyebag shall be referred collectively as the "Transferors" and individually as a "Transferor". The Buyer and the Sellers shall be referred collectively to as the "Parties" and individually as a "Party").

### Recitals:

- (A) On the Date of the Agreement, the Transferee and the Transferors executed an asset purchase agreement ("APA") pursuant to which the Transferors agreed to sell to the Transferee, which accepted, certain assets, including the Transferred Intellectual Property Rights, as such term is defined in the APA.
- (B) In accordance with Article 5.1.1 of the APA, the Parties agreed to execute this Agreement for the purpose of the formalities that the Transferee, with the assistance of the Transferor, will have to carry out in relation to the assignment of the Transferred Intellectual Property Rights from the Transferors to the Transferee before the relevant Governmental Authorities, as such term is defined in the APA.

Now, therefore, it has been agreed as follows:

### 1. Definitions and interpretation

- 1.1 Except as set forth in this Agreement, capitalized terms used in this Agreement shall have the meaning set forth in the APA.
- 1.2 Except as set forth in this Agreement, this Agreement shall be interpreted in accordance with the provisions of Article 1.2 of the APA.

### 2. Assignment of the Transferred Intellectual Property Rights

- 2.1 The Parties agreed and acknowledged that the conditions of the Sale contemplated by the APA are fulfilled on the Date of the Agreement.
- 2.2 The Sale is therefore executed and the Transferee shall be the full owner of the Transferred Intellectual Property Rights.
- 2.3 Schedule 2.3 of the APA includes an indicative list of the Transferred Intellectual Property Rights assigned by the Transferor to the Transferee under the Sale as such term is defined in the APA.

It is expressly reminded, for the avoidance of doubt, that it is agreed between the Parties that any ideas which TJ developed prior to the conclusion of the APA and any intellectual property relating thereto shall fall outside the scope of this Agreement and of that of the APA. TJ will nevertheless offer the right of first refusal on such ideas and intellectual property to LT. Should an agreement be concluded with LT on terms acceptable to TJ, TJ will cause for all relevant information pertaining to the said ideas and intellectual property, which will be held safely in the hands of TJ's patent agent, to be released to LT.

DS DS  
JFL TJ

**3. Consideration**

The assignment of the Transferred Intellectual Property Rights is made in consideration of a share of the Purchase Price, as set out in the APA.

**4. Formalities and Assistance of the Transferors**

From the Date of the Agreement until the end of the Transition Period as such term is defined in the APA, the Transferors shall give full and good-faith assistance to the Transferee, including the provision of any documents that the Transferee may request for, for the purpose of the formalities that the Transferee will have to carry out before the relevant Governmental Authorities for the completion of the assignment of the Transferred Intellectual Property Rights, including the registration of the Transferee as the exclusive owner of the Transferred Intellectual Property Rights before public registries and patent and trademark offices in territories covered by the Transferred Intellectual Property Rights.

**5. Brexit**

The Parties agreed that the withdrawal of the United Kingdom from the European Union ("Brexit") shall have no effect on their intentions to execute and perform the transactions contemplated by the APA and the Agreement, including the assignment of the Transferred Intellectual Property Rights by the Transferors to the Transferee. If the Brexit has a material effect on the assignment of Transferred Intellectual Property Rights, such as a significant cost increase to the assignment, the Parties shall negotiate in good faith an adjustment or amendment to the terms of the Agreement (or the APA) in order to preserve each Party's intentions and rights hereunder. Furthermore, the Transferors undertake to provide the same assistance defined in Article 4 of this Agreement for the completion of the formalities (or other actions to be carried out) associated with the assignment of the Transferred Intellectual Property Rights.

**6. Absence of Novation**

- 6.1 The Agreement is executed without prejudice to the provisions of the APA and without effecting any novation.
- 6.2 All the provisions of the APA remain applicable between the Parties. In the event of a discrepancy between the provisions of the Agreement and the provisions of the APA, the provisions of the APA shall prevail.
- 6.3 The Parties agree that the existence and validity of this Agreement is conditional upon the APA being concluded and executed simultaneously.

**7. Language**

The Agreement is executed in English. Any translation of the Agreement made for the completion of the formalities shall be construed for information purposes only. In case of discrepancy between the English version and another translation of such English version, the English version of this Agreement shall prevail.

**8. Governing Law**

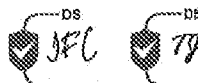
The Agreement is governed by French law.

**9. Litigation; Jurisdiction**

Any dispute arising in connection with the Agreement shall be submitted to the jurisdiction of the courts within the Paris Court of Appeal, France (*tribunaux du ressort de la Cour d'appel de Paris*).

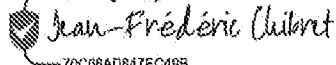
**10. Electronic signature**

Pursuant to article 1367 of the French Civil Code, the Parties acknowledged and agree that the Agreement is executed by electronic signature by use of DocuSign. Each electronic signature shall be considered as an original signature for all purposes and shall have the same force and



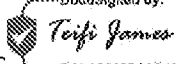
effect as an original signature.

**Laboratoires Théa**

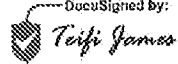
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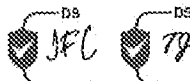
By: Mr. Jean-Frédéric Chibret  
Président

**Teifion Emlyn James**

DocuSigned by:  
  
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Profes...

**The Eyebag Company**

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By: Professor Teifi James



### Schedule 2.3 – List of the Transferred Intellectual Property Rights

This following list is an indicative list of the Transferred intellectual Property Rights assigned by the Transferors to the Transferee under the APA. It is provided for the exclusive purpose of the formalities that the Transferee shall carry out before the Governmental Authorities following the assignment of the Transferred Intellectual Property Rights.

#### Trademark "EyeBag" - Grant number:

- 10922243 EU
- 1494091 Australia
- 4,370,900 USA
- 949,647 Canada
- 1237795 Madrid protocol (Albania, Bahrain, Switzerland, Egypt, Israel, Iceland, India, Japan, Kenya, Morocco, New Zealand, Oman, Russian Federation, Tunisia, Turkey, Ukraine)
- 40201503853Y Singapore
- 1015338 New Zealand

#### Trademark "MGDRx" - Grant number:

- 4,370,901 USA
- 1494093. Australia
- 013690581. EU (wordmark)
- 04127734 .EU (figurative)
- 293083. Norway (wordmark)

#### Domain names

- [www.eyebagcompany.com](http://www.eyebagcompany.com)
- [www.eyebagcompany.co.uk](http://www.eyebagcompany.co.uk)
- [www.eyebagcompany.net](http://www.eyebagcompany.net)
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- [www.dryeyebag.info](http://www.dryeyebag.info)
- [www.dryeyebag.net](http://www.dryeyebag.net)
- [www.dryeyebag.org](http://www.dryeyebag.org)
- [www.dryeyebag.biz](http://www.dryeyebag.biz)

#### Patents

- Patent no: 1838262 registered with EPO in Austria, Belgium, Switzerland, Germany, Denmark, Spain, Finland, France, UK, Greece, Ireland, Italy, Luxembourg, Netherlands, Poland, Portugal, Sweden, Turkey
- Patent no: 2421687 registered with UKPO in UK
- Patent no: 1092384 registered with HKPO in Hong Kong

#### Designs

Design numbers:

N°003341478-0001

N°003341478-0002

