

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640883

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aytu Consumer Health, Inc.		04/20/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Innovus Pharmaceuticals, Inc.		
<b>Street Address:</b>	373 Inverness Parkway, Suite 206		
<b>City:</b>	Englewood		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80112		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90599115	AGESENS	
<b>Serial Number:</b>	90593532	AYTU CONSUMER HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3039962198		
<b>Email:</b>	jsiciliano@aytubio.com		
<b>Correspondent Name:</b>	Jake D. Siciliano		
<b>Address Line 1:</b>	373 Inverness Parkway, Suite 206		
<b>Address Line 4:</b>	Englewood, COLORADO 80112		
<b>NAME OF SUBMITTER:</b>	Jake D. Siciliano		
<b>SIGNATURE:</b>	/jake siciliano/		
<b>DATE SIGNED:</b>	04/21/2021		
<b>Total Attachments: 2</b>			
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OP \$65.00 90599115

# TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between:

**Innovus Pharmaceuticals, Inc.**, a corporation organized and existing under the laws of Nevada, located at 373 Inverness Parkway, Suite 206, Englewood, CO 80112, (the "Assignee") of the one part; AND

**Aytu Consumer Health, Inc.**, a corporation organized and existing under the laws of Delaware located at 373 Inverness Parkway, Suite 206, Englewood, CO 80112, (the "Assignor") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) application(s) (the "Trademark") in the United States (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Class(es)</u>	<u>Registration No.</u>
AGESENS	005	90599115
AYTU CONSUMER HEALTH	003, 005, 010, 035	90593532

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory, together with the goodwill associated therewith.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

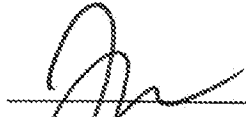
3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Vietnam.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 20th day of April 2021.

For and on behalf of the Assignor

For and on behalf of the Assignee

Signature:   
By: Joshua Disbrow  
Title: Chief Executive Officer

Signature:   
By: Joshua Disbrow  
Title: Chief Executive Officer