

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bedis Zormati		03/23/2021	INDIVIDUAL:
VaccTrack Inc.		03/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ProPhase Labs, Inc.		
Street Address:	621 N. Shady Retreat Rd.		
City:	Doylestown		
State/Country:	PENNSYLVANIA		
Postal Code:	18901		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90175041	VACCTRACK	
CORRESPONDENCE DATA			
Fax Number:	6099510824		
<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:	609-514-5981		
Email:	PTOIPINBOX@ReedSmith.com		
Correspondent Name:	REED SMITH		
Address Line 1:	506 Carnegie center		
Address Line 2:	Attn: Lisa Chiarini		
Address Line 4:	Princeton, NEW JERSEY 08540		
ATTORNEY DOCKET NUMBER:	505111.20014		
NAME OF SUBMITTER:	Lisa Chiarini		
SIGNATURE:	/Lisa Chiarini/		
DATE SIGNED:	04/22/2021		
Total Attachments: 5			
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FORM OF BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Bedis Zormati, a natural person and resident of the state of New York, VaccTrack Inc., a Delaware corporation (together with Mr. Zormati, the “**Sellers**”) do hereby grant, bargain, transfer, sell, assign, convey and deliver to ProPhase Labs, Inc., a Delaware corporation (“**Buyer**”), all of their respective right, title and interest in and to the Purchased Assets, as such term is defined in the Asset Purchase Agreement, dated as of March 23, 2021 (the “**Asset Purchase Agreement**”), by and between Sellers and Buyer (as such terms are defined in the Asset Purchase Agreement, to have and to hold the same unto Buyer, its successors and assigns, forever, and Buyer hereby accepts such sale, assignment, transfer, conveyance, and delivery.

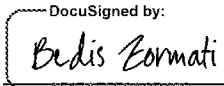
- 1) Each of the Sellers for itself, its successors and assigns, hereby covenants and agrees that, it will forever defend the title to the Assets against all claims, proceedings, encumbrances, and liens whatsoever, and any time and from time to time upon the written request of Buyer, such Sellers will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the Assets sold, conveyed and transferred by this Bill of Sale.
- 2) Without limiting the generality of the foregoing, such further actions to be taken by Seller and the Members shall include, without limitation, (i) executing and filing of patent and trademark assignments in form and substance acceptable to Buyer with the United States Patent and Trademark Office in favor of the Buyer for the patents and trademarks listed in Exhibit A attached hereto; (ii) performing all necessary steps required by the respective registrars of the domain names listed in Exhibit A attached hereto to effectuate the transfer of such domain names to registrar(s) and account(s) of Buyer’s choice; (c) providing access credentials (including multi-factor authentication credentials and tokens) to the social media accounts and hosted service accounts listed in Exhibit A attached hereto to allow Buyer to change such access credentials to ones of Buyer’s choice; (d) delivering the Software identified on Exhibit A to Buyer by Electronic Delivery; and (e) to the extent any Purchased Assets (including Seller IP Agreements) constitute Non-Assignable Rights (defined below), performing the acts set forth in Section 3 below.
- 3) Nothing in this Agreement or the Asset Purchase Agreement shall be construed as an assignment of, or an attempt to assign to the Buyer, any Contract or Intellectual Property which, as a matter of law or by its terms, is (i) not assignable, or (ii) not assignable without the approval or consent of the issuer thereof or the other party or parties thereto, without first obtaining such approval or consent (collectively “**Non-Assignable Rights**”). In connection with such Non-Assignable Rights, the Sellers shall:
 - (a) co-operate with the Buyer to take commercially reasonable steps to obtain any necessary waivers, approvals or consents, where relevant, and upon obtaining such waiver, approval, or consent, such Non-Assignable Rights shall be deemed to have been automatically sold, assigned, transferred, conveyed, and delivered by Sellers to Buyer as Purchased Assets;

- (b) co-operate with the Buyer in any reasonable arrangements designed to provide the benefits of such Non-Assignable Rights to the Buyer, including holding any such Non-Assignable Rights in trust for the Buyer or acting as agent for the Buyer;
 - (c) at Buyer's reasonable request, enforce any rights of the Sellers arising from such Non-Assignable Rights;
 - (d) take all such actions and do, or cause to be done, all such things at the request of the Buyer as shall reasonably be necessary in order that the value of any Non-Assignable Rights shall be preserved and shall enure to the benefit of the Buyer; and
 - (e) pay over to the Buyer, all monies collected by or paid to the Sellers in respect of such Non-Assignable Rights.
- 4) This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Section 7.08 of the Asset Purchase Agreement is incorporated herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller have duly executed this Bill of Sale as of March 23, 2021.

SELLERS:
VACCTRACK INC.

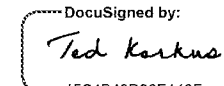
By:  _____
AF17AF5F6ACB48C...
Name: Bedis Zormati
Title: CEO

BEDIS ZORMATI

By:  _____
AF17AF5F6ACB48C...
Name: _____
Title: _____

(as an Individual)

BUYER:
PROPHASE LABS, INC.

By:  _____
45C4B40D38E140F...
Name: Ted Karkus
Title: CEO

[Signature Page to the Bill of Sale]

Exhibit A**Patents**

<u>Patent Description/Title</u>	<u>Owner</u>	<u>Application Number</u>	<u>App. Date</u>	<u>Issuance Date</u>	<u>Jurisdiction</u>
Universal Vaccination Online Certificate Issuance System	Bedis Zormati	17072481	16-OCT-2020	N/A	U.S

Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>App. Date</u>	<u>Status</u>	<u>Class(es)</u>
VaccTrack	Bedis Zormati	90175041	September 11, 2020	Filed	38

All unregistered marks, logos, and other indicia of origin used by Sellers in operating the business, together with all associated goodwill.

Domain Names

<u>Domain Name</u>	<u>Owner</u>
VaccTrack.com (common law rights)	VaccTrack inc.
VaccWatch.com (common law rights)	VaccTrack inc.
VaccTest.com (common law rights)	VaccTrack inc.

Social Media and Hosted Service Accounts

Platform	User-ID	Account Name
Facebook	@ vaccinationcertificate	VaccTrack
Instagram	@ vacctrack	VaccTrack
Twitter	@ vacctrack	VaccTrack
Github	To be provided at Closing	To be provided at Closing
Google Cloud	To be provided at Closing	To be provided at Closing
Google Play Store	To be provided at Closing	To be provided at Closing
Apple App Store	To be provided at Closing	To be provided at Closing

Software

- All iOS, Android, website, and webapp source code for the VaccTrack app and webapp
- Any and all source code on Github pertaining to VaccTrack's Software
- Any and all VaccTrack databases, including those hosted on on google firebase
- Any and all brochures, signs, marketing material, presentations, UI screenshots, investor decks, videos or photos produced in conjunction with the VaccTrack app/project.
- Any and all Intellectual Property associated with the above, including designs, plans, flow-charts, as well as all general know-how and trade secrets.

Seller IP Agreements

- Any and all Seller IP Agreements to the extent assignable