

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM658136

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900623281

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLUEWATER MEDIA, LLC		04/08/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Nashco Products LLC
Street Address:	7 Mountainview Street
City:	Nashua
State/Country:	NEW HAMPSHIRE
Postal Code:	03060
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3228829	HERPLEX A NEW BEGINNING
Registration Number:	3228758	HERPLEX

CORRESPONDENCE DATA**Fax Number:**

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.

Email: mmiller@rrlawpc.com
Correspondent Name: Mary Mintel Miller
Address Line 1: Reid and Riege, P.C.
Address Line 2: 1 Financial Plaza, 21st Fl.
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Mary Mintel Miller
SIGNATURE:	/mmm/
DATE SIGNED:	07/06/2021

Total Attachments: 16

source=Herplex Agreement Executed By Nashco#page1.tif
 source=Herplex Agreement Executed By Nashco#page2.tif
 source=Herplex Agreement Executed By Nashco#page3.tif

source=Herplex Agreement Executed By Nashco#page4.tif
source=Herplex Agreement Executed By Nashco#page5.tif
source=Herplex Agreement Executed By Nashco#page6.tif
source=Herplex Agreement Executed By Nashco#page7.tif
source=Herplex Agreement Executed By Nashco#page8.tif
source=Herplex Agreement Executed by BWM#page1.tif
source=Herplex Agreement Executed by BWM#page2.tif
source=Herplex Agreement Executed by BWM#page3.tif
source=Herplex Agreement Executed by BWM#page4.tif
source=Herplex Agreement Executed by BWM#page5.tif
source=Herplex Agreement Executed by BWM#page6.tif
source=Herplex Agreement Executed by BWM#page7.tif
source=Herplex Agreement Executed by BWM#page8.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of April 8, 2021 (the "**Effective Date**"), is entered into between Bluewater Media, LLC, a Florida limited liability company ("**Seller**"), and Nashco Products LLC, a New Hampshire limited liability company ("**Buyer**"). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, Buyer is engaged in the business of contract manufacture and sale of homeopathic supplements marketed as Herplex, subject to an existing licensing agreement with Seller; and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the intellectual property associated with the Herplex brand, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (the "**Purchased Assets**") hereby agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Definitions. In addition to the terms defined in Article I, terms are defined throughout this Agreement and indicated by capitalization.

(a) "**Governmental Order**" shall mean any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any governmental authority.

(b) "**Intellectual Property**" shall mean any and all rights arising under applicable Law in any of the following in any jurisdiction throughout the world: (i) patents and patent applications of any kind, and any other similar indicia of formula ownership; (ii) trademarks, service marks, logos, slogans, trade dress, trade names, acronyms, tag-lines, and similar indicia of source or origin, whether registered or unregistered, and all registrations and applications for registration thereof; (iii) copyrights and copyrightable works, whether published or unpublished, and all registrations and applications for registration thereof; (iv) internet domain name registrations, social media account names or handles, and other digital identifiers, and the goodwill connected with the use of and symbolized by any of the foregoing in (ii) or (iv); (v) trade secrets, know-how, inventions and invention disclosures (including those not patentable, nor reduced to practice), ideas, discoveries, improvements, technology, technical information, data, methods, strategies, prototypes, drawings, models, and any other business information; and (g) any other intellectual property and related proprietary rights.

(c) "Law" shall mean any provision of any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, or rule of law of any governmental authority.

(d) "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

(e) "Registered Intellectual Property" shall mean: (i) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents"); (ii) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; (iii) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (iv) any and all royalties, fees, income, payments, and other proceeds due or payable on or after the Effective Date with respect to any and all of the foregoing; and (v) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 1.02 Assignment of Assets. Subject to the terms and conditions set forth herein, Seller irrevocably conveys, assigns, and transfers to Buyer, and Buyer hereby accepts from Seller, all of Seller's right, title, and interest in, to, and under all Intellectual Property relating to the product currently branded as Herplex (collectively, the "Purchased Assets"), including, but not limited to, the Registered Intellectual Property.

Section 1.03 Consideration. In return for the Purchased Assets, the Buyer shall pay the Seller five thousand United States dollars (\$5,000.00) (the "Purchase Price"), plus one United States dollar and fifty cents (\$1.50) per each bottle of Herplex sold by the Seller subsequent to the Effective Date, up to a total of ten thousand (10,000) such bottles sold (the "Royalty"). Should the Buyer sell the Herplex brand in whole or in part within five (5) years of the Effective Date to another Person, in addition to the Purchase Price and the Royalty, the Buyer shall pay the Seller two percent (2%) of the sale price of any such sale.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article II are true and correct as of the date hereof.

Section 2.01 Organization and Authority of Seller. Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Florida. Seller has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement has been duly authorized by all requisite corporate, board, and shareholder action on the part of Seller. This Agreement constitutes legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 2.02 No Conflicts or Consents. The execution, delivery, and performance by Seller of this Agreement do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other governing documents of Seller; (b) violate or conflict with any Law or any Governmental Order; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Governmental Order.

Section 2.03 Title to Purchased Assets. Seller has made a good faith effort to verify that it has good and valid title to all of the Purchased Assets, free and clear of any encumbrances, including licenses previously granted to other Persons regarding the Purchased Assets. All of the Purchased Assets are subsisting, valid and enforceable, and in full force and effect, with the exception of the patent no. 8,389,025 referenced in Schedule 1, which may need to be reinstated by the Buyer, at Buyer's sole expense, should the Buyer wish to benefit from it. All assignments and other instruments necessary to establish, record and perfect Seller's ownership of the Registered Intellectual Property have been validly executed. To the extent that Seller's rights under any Purchased Asset may not be assigned to Buyer without the consent of another Person, Seller, at its expense, shall use its reasonable best efforts to obtain any consent(s) required by such Person(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller shall cooperate with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. In connection with the foregoing, Seller agrees that Buyer may, at its sole expense, file the assignments attached hereto as Exhibit A, as well as this agreement (with the financial arrangement redacted), with the United States Patent and Trademark Office ("USPTO").

Section 2.04 Legal Proceedings; Governmental Orders.

(a) There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, "**Actions**") pending or, to Seller's knowledge, threatened against or by Seller relating to or affecting the Purchased Assets. No event has occurred nor do any circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders against, relating to, or affecting the Purchased Assets.

Section 2.05 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of New Hampshire. Buyer has authority to enter into this Agreement, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement has been duly authorized by all requisite member action on the part of Buyer. This Agreement constitutes legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 3.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby and thereby, does not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other governing documents of Buyer; (b) violate or conflict with any Law or any Governmental Order; or (c) require the consent, declaration, or filing with or other action by any Person or require any permit, license, or Governmental Order.

ARTICLE IV MISCELLANEOUS

Section 4.01 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the completion of the obligations in Article I.

Section 4.02 Indemnification by Seller. Subject to the other terms and conditions of this Article IV, Seller shall indemnify and defend the Buyer and its affiliates against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, the Buyer or its affiliates based upon, arising out of, or with respect to any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, or any schedule, regarding the validity of the Purchased Assets.

Section 4.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party

drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 4.04 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

Section 4.05 Entire Agreement. This Agreement and any schedules appended hereto constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency, the statements in the body of this Agreement will control.

Section 4.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 4.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the Parties. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 4.08 Governing Law; Submission to Jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, or the transactions contemplated hereby or thereby, must be instituted in Connecticut Superior Court or in the U.S. District Court for the District of Connecticut, as appropriate, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

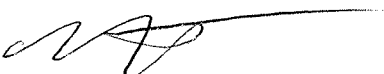
Section 4.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Bluewater Media, LLC

By _____
Beth Rugg, Chief Financial Officer

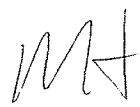
Nashco Products LLC

By  _____
Michael Haynes, Managing Member

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents


Title	Jurisdiction	Patent Number	Issue Date
Compositions to alleviate herpes virus symptoms	USPTO	8389025	March 5, 2013
Homeopathic formulations for treatment of herpes virus symptoms	USPTO	8673373	March 18, 2014



SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
HERPLEX	USPTO	3228758	April 10, 2007
	USPTO	3228829	April 10, 2007



A handwritten signature in black ink, appearing to be the initials "MJ", is located in the bottom right corner of the page.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of April 8, 2021 (the "**Effective Date**"), is entered into between Bluewater Media, LLC, a Florida limited liability company ("**Seller**"), and Nashco Products LLC, a New Hampshire limited liability company ("**Buyer**"). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, Buyer is engaged in the business of contract manufacture and sale of homeopathic supplements marketed as Herplex, subject to an existing licensing agreement with Seller; and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the intellectual property associated with the Herplex brand, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (the "**Purchased Assets**") hereby agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Definitions. In addition to the terms defined in Article I, terms are defined throughout this Agreement and indicated by capitalization.

(a) "**Governmental Order**" shall mean any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any governmental authority.

(b) "**Intellectual Property**" shall mean any and all rights arising under applicable Law in any of the following in any jurisdiction throughout the world: (i) patents and patent applications of any kind, and any other similar indicia of formula ownership; (ii) trademarks, service marks, logos, slogans, trade dress, trade names, acronyms, tag-lines, and similar indicia of source or origin, whether registered or unregistered, and all registrations and applications for registration thereof; (iii) copyrights and copyrightable works, whether published or unpublished, and all registrations and applications for registration thereof; (iv) internet domain name registrations, social media account names or handles, and other digital identifiers, and the goodwill connected with the use of and symbolized by any of the foregoing in (ii) or (iv); (v) trade secrets, know-how, inventions and invention disclosures (including those not patentable, nor reduced to practice), ideas, discoveries, improvements, technology, technical information, data, methods, strategies, prototypes, drawings, models, and any other business information; and (g) any other intellectual property and related proprietary rights.

(c) "Law" shall mean any provision of any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, or rule of law of any governmental authority.

(d) "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

(e) "Registered Intellectual Property" shall mean: (i) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents"); (ii) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; (iii) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (iv) any and all royalties, fees, income, payments, and other proceeds due or payable on or after the Effective Date with respect to any and all of the foregoing; and (v) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 1.02 Assignment of Assets. Subject to the terms and conditions set forth herein, Seller irrevocably conveys, assigns, and transfers to Buyer, and Buyer hereby accepts from Seller, all of Seller's right, title, and interest in, to, and under all Intellectual Property relating to the product currently branded as Herplex (collectively, the "Purchased Assets"), including, but not limited to, the Registered Intellectual Property.

Section 1.03 Consideration. In return for the Purchased Assets, the Buyer shall pay the Seller five thousand United States dollars (\$5,000.00) (the "Purchase Price"), plus one United States dollar and fifty cents (\$1.50) per each bottle of Herplex sold by the Seller subsequent to the Effective Date, up to a total of ten thousand (10,000) such bottles sold (the "Royalty"). Should the Buyer sell the Herplex brand in whole or in part within five (5) years of the Effective Date to another Person, in addition to the Purchase Price and the Royalty, the Buyer shall pay the Seller two percent (2%) of the sale price of any such sale.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article II are true and correct as of the date hereof.

Section 2.01 Organization and Authority of Seller. Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Florida. Seller has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement has been duly authorized by all requisite corporate, board, and shareholder action on the part of Seller. This Agreement constitutes legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 2.02 No Conflicts or Consents. The execution, delivery, and performance by Seller of this Agreement do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other governing documents of Seller; (b) violate or conflict with any Law or any Governmental Order; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Governmental Order.

Section 2.03 Title to Purchased Assets. Seller has made a good faith effort to verify that it has good and valid title to all of the Purchased Assets, free and clear of any encumbrances, including licenses previously granted to other Persons regarding the Purchased Assets. All of the Purchased Assets are subsisting, valid and enforceable, and in full force and effect, with the exception of the patent no. 8,389,025 referenced in Schedule 1, which may need to be reinstated by the Buyer, at Buyer's sole expense, should the Buyer wish to benefit from it. All assignments and other instruments necessary to establish, record and perfect Seller's ownership of the Registered Intellectual Property have been validly executed. To the extent that Seller's rights under any Purchased Asset may not be assigned to Buyer without the consent of another Person, Seller, at its expense, shall use its reasonable best efforts to obtain any consent(s) required by such Person(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller shall cooperate with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. In connection with the foregoing, Seller agrees that Buyer may, at its sole expense, file the assignments attached hereto as Exhibit A, as well as this agreement (with the financial arrangement redacted), with the United States Patent and Trademark Office ("USPTO").

Section 2.04 Legal Proceedings; Governmental Orders.

(a) There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, "Actions") pending or, to Seller's knowledge, threatened against or by Seller relating to or affecting the Purchased Assets. No event has occurred nor do any circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders against, relating to, or affecting the Purchased Assets.

Section 2.05 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of New Hampshire. Buyer has authority to enter into this Agreement, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement has been duly authorized by all requisite member action on the part of Buyer. This Agreement constitutes legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 3.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby and thereby, does not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other governing documents of Buyer; (b) violate or conflict with any Law or any Governmental Order; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Governmental Order.

ARTICLE IV MISCELLANEOUS

Section 4.01 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the completion of the obligations in Article I.

Section 4.02 Indemnification by Seller. Subject to the other terms and conditions of this Article IV, Seller shall indemnify and defend the Buyer and its affiliates against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Losses"), incurred or sustained by, or imposed upon, the Buyer or its affiliates based upon, arising out of, or with respect to any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, or any schedule, regarding the validity of the Purchased Assets.

Section 4.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party

drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 4.04 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

Section 4.05 Entire Agreement. This Agreement and any schedules appended hereto constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency, the statements in the body of this Agreement will control.

Section 4.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 4.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the Parties. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 4.08 Governing Law; Submission to Jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, or the transactions contemplated hereby or thereby, must be instituted in Connecticut Superior Court or in the U.S. District Court for the District of Connecticut, as appropriate, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

Section 4.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ESD

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Bluewater Media, LLC

By 
Beth Rugg, Chief Financial Officer

Nashco Products LLC

By _____
Michael Haynes, Managing Member

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents


Title	Jurisdiction	Patent Number	Issue Date
Compositions to alleviate herpes virus symptoms	USPTO	8389025	March 5, 2013
Homeopathic formulations for treatment of herpes virus symptoms	USPTO	8673373	March 18, 2014



SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
HERPLEX	USPTO	3228758	April 10, 2007
 Herplex <i>A New Beginning</i>	USPTO	3228829	April 10, 2007

