

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MedVal Scientific Information Services, LLC		02/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RJL-LPG, LLC		
Street Address:	152 Wall Street		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4134002	MEDVAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-220-0900		
Email:	jrfriedman@litproplaw.com, docketing@1027tm.com		
Correspondent Name:	Jessica R. Friedman		
Address Line 1:	300 East 59 Street, Suite 2406		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Jessica R. Friedman		
SIGNATURE:	/Jessica R. Friedman/		
DATE SIGNED:	07/08/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Intellectual Property Assignment") is made this 2nd day of February 2017, by and among DesignWrite, LLC, a Delaware limited liability company ("DesignWrite"), PharmaWrite, LLC, a Delaware limited liability company ("PharmaWrite"), and MedVal Scientific Information Services, LLC, a Delaware limited liability company (collectively with DesignWrite and PharmaWrite, "Sellers"), and RJL-LPG, LLC a New Jersey limited liability company ("Buyer"). Unless the context shall otherwise require, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Buyer and Sellers are party to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Sellers have agreed to sell, assign, transfer and deliver all of their rights, title and interests in and to the Intellectual Property owned by Sellers to Buyer, and Buyer has agreed to accept such sale, assignment, transfer and delivery as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Sellers hereby sell, assign, transfer and deliver to Buyer, and its successors and assigns, and Buyer does hereby accept and assume, all of Sellers' respective rights, title and interests in and to the Intellectual Property owned by Sellers, including, without limitation, the registered Intellectual Property described in Annex A and the unregistered Intellectual Property described in Annex B, both attached hereto and incorporated herein by this reference, and including all of the goodwill associated with any trademarks included in such Intellectual Property, all copyright rights included in the Intellectual Property, and all rights of action and remedies for past, present and future infringements of any of the Intellectual Property, in each case free and clear of all Liens and all in accordance with the terms of the Purchase Agreement.

2. Further Assurances. From time to time after the date hereof, upon the reasonable request of any party hereto, the other party or parties hereto shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as the requesting party may reasonably request in order to fully effectuate the purposes, terms and conditions hereof and of the Purchase Agreement. With respect to any domain names included in the Intellectual Property, including those set forth on Annex A, Sellers shall, for no additional consideration, take all steps as may be reasonably necessary to effect the foregoing assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for such domain names, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths, and any other papers which Buyer may deem necessary or desirable.

3. Purchase Agreement. This Intellectual Property Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Intellectual

Property Assignment shall be deemed to supersede any of the obligations, agreements, covenants or warranties of Sellers or Buyer contained in the Purchase Agreement. In the event the terms of this Intellectual Property Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Intellectual Property Assignment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall together (when executed and delivered) constitute one and the same instrument. This Intellectual Property Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes.

5. Effectiveness. This Intellectual Property Assignment will be effective as of the Effective Time.

6. Benefit; Assignment. This Intellectual Property Assignment shall be binding upon and inure to the benefit of Buyer and Sellers and their respective successors and permitted assigns.

7. Amendment. No amendment, supplement, modification, waiver or termination of this Intellectual Property Assignment or any provision hereof shall be binding unless executed in writing by the party to be bound thereby.

8. Headings. The headings set forth in this Intellectual Property Assignment are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Intellectual Property Assignment.

9. Governing Law. This Intellectual Property Assignment shall be governed, construed and enforced in accordance with the laws of the State of Delaware, including statute of limitation and repose, applicable to contracts made and performed in that State without giving effect to any choice or conflict of law principle, provision or rule (whether of the State of Delaware or any other jurisdiction), including all matters of construction, interpretation, validity and performance.

* * * * *

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE NEXT PAGE IS THE SIGNATURE PAGE]*


IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Intellectual Property Assignment as of the date first above written.

SELLERS:

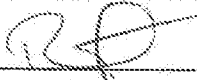
DESIGNWRITE, LLC

By: 
Name: Derek Winston
Title: Chief Financial Officer

PHARMAWRITE, LLC

By: 
Name: Derek Winston
Title: Chief Financial Officer

MEDVAL SCIENTIFIC INFORMATION SERVICES, LLC

By: 
Name: Derek Winston
Title: Chief Financial Officer

BUYER:

RJL-LPG, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Intellectual Property Assignment as of the date first above written.

SELLERS

DESIGNWRITE, LLC

By: _____

Name: Derek Winston

Title: Chief Financial Officer

PHARMAWRITE, LLC

By: _____

Name: Derek Winston

Title: Chief Financial Officer

MEDVAL SCIENTIFIC INFORMATION SERVICES, LLC

By: _____

Name: Derek Winston

Title: Chief Financial Officer

BUYER

R.L.LPG, LLC

By:  _____

Name: Louis Greco

Title: Co-managing Member

ANNEX A

Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DesignWrite, LLC	USA	DESIGNWRITE	Reg. 2,322,823	February 29, 2000
PharmaWrite, LLC	USA	PHARMAWRITE	Reg. 3,201,888	January 23, 2007
MedVal Scientific Information Services, LLC ("MedVal")	USA	HOPEFULCIRCLE.ORG	Reg. 4,350,164	June 11, 2013
MedVal	USA	MEDVAL	Reg. 4,134,002	May 1, 2012

Domain Names

<u>Website address</u>
medval.wiki
medvalinfo.com
medvalinfo.net
medvalinfo.org
medvalsci.com
medvalsci.net
medvalsci.org
lgscenter.com
lgscenter.net
lgscenter.org
lgshope.com
lgshope.net
lgshope.org
lgslife.com
lgslife.net
lgslife.org
p2cve.com
karyopharmelibrary.com
pharmaw.com
pilsoftsrs.net
pwmedval.com
autoimmunecsp.com

auxiliumtestimcsp.com
auxiliumxiaflexcsp.com
dwrite.com
merckcsp.com
pilsoft.net

ANNEX B

None.