

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677784

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900644096		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BeWell Health Products, Inc.		09/03/2021	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	NeilMed Pharmaceuticals, Inc.		
Street Address:	601 Aviation Boulevard		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	65403		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3400255		
CORRESPONDENCE DATA			
Fax Number:	2028428465		
<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:	202-842-8800		
Email:	dctrademarks@faegredrinker.com		
Correspondent Name:	Tore T. DeBella		
Address Line 1:	1500 K Street, NW, Suite 1100		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	221137.000005		
NAME OF SUBMITTER:	Joelle Zajk		
SIGNATURE:	/joelle zajk/		
DATE SIGNED:	09/29/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of September 3, 2021, by BeWell Health Products, Inc., a Missouri corporation ("Assignor"), in favor of NeilMed Pharmaceuticals, Inc., a California corporation, or its designee ("Assignee").

WITNESSETH:

WHEREAS, an affiliate of Assignor and Assignee have entered into that certain Purchase Agreement of even date hereof (the "*Purchase Agreement*"); and

WHEREAS, Assignor is the registered owner of the trade dress registration listed on Schedule A hereto (the "*Trademark*") and has adopted, used and is using exclusively in its business the Trademark; and

WHEREAS, pursuant to the provisions of the Purchase Agreement, Assignor desires to assign the Trademark to Assignee and Assignee desires to acquire the Trademark from Assignor.

NOW, THEREFORE, in consideration of and in exchange for the consideration paid under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, its entire right, title and interest, whether statutory or at common law, in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and together with the right to sue and collect damages and/or profits for past infringements of the Trademark, the intent hereof being to substitute Assignee in the place of Assignor.

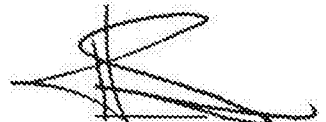
2. Issuance of Certificates of Registration. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademark and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Assignment and to issue the certificates of registration in respect of the Trademark to Assignee, its successors and assigns in accordance with the terms of this Assignment.

3. No Continued Use of Trademark by Assignor. Immediately upon the execution and delivery to Assignee of this Assignment, Assignee shall have the exclusive and sole right to use the Trademark, subject to the terms and conditions of the Purchase Agreement. Assignor's right to use the Trademark shall immediately cease upon execution of this Assignment and Assignor shall not be entitled to the continued use of the Trademark after the execution of this Assignment.

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Buyer



Seller

4. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to obtain, sustain, enforce and enjoy to the fullest extent all right, title and interest herein conveyed. Such cooperation by Assignor shall include, but not be limited to, the production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee, for: (a) perfecting in Assignee the right, title and interest herein conveyed; (b) filing any and all necessary documents, instrument and applications with any governmental agency with respect to the Trademark, including all documents which must be filed with the U.S. Patent and Trademarks Office to further effect this Assignment; and (c) any legal proceedings involving the Trademark, including any infringement actions pertaining to the Trademark.

5. Miscellaneous.

(a) Governing Law. This Assignment shall be construed, enforced, and governed by the internal laws of the State of California, without regard to conflicts of laws principles. Any dispute arising out of this Assignment shall be resolved in the any Federal or state court in Sonoma County, California, and each party consents to the exclusive jurisdiction of such courts in any such dispute and waives any objection to the laying of venue in such court.

(b) Binding Effect. Except as otherwise provided in this Assignment, every covenant, term and provision of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns; provided that this Assignment may not be assigned by Assignor without Assignee's prior written consent.

(c) Severability. Every provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Assignment.

(d) Entire Agreement. This Assignment, together with Purchase Agreement and the other transaction documents referenced in the Purchase Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements or understanding among them. This Assignment may not be modified in any manner unless in writing and signed by the party against whom enforcement thereof is sought. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

(e) Electronic Signatures. Facsimile, email and other electronically transmitted signatures of the undersigned will have the same force and effect as original signatures.

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Buyer


Seller

Execution Copy

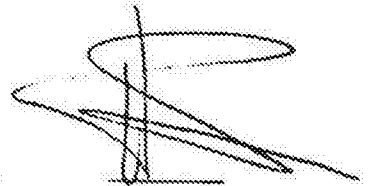
(f) Headings. The headings of the paragraphs of this Assignment are for convenience and reference only and do not form a part hereof, and in no way modify, interpret or construe the understanding of the parties hereto.

(g) Waiver of Jury Trial. EACH PARTY TO THIS ASSIGNMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

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buyer




Seller

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first above written.

Assignor:

BEWELL HEALTH PRODUCTS, INC.

By: 
Name: Hana R. Solomon, MD
Title: Chief Executive Officer


Assignee:

NEILMED PHARMACEUTICALS, INC.

By: *Ketan Mehta*
Name: Ketan C. Mehta 9/16/2021
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

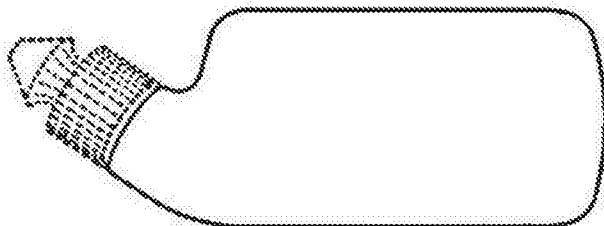
KM
Buyer


Seller

SCHEDULE A

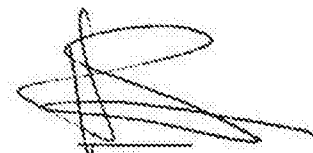
TRADEMARK

- I. The following design only trademark, Registration No. 3400255, United States Patent and Trademark Office.



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Buyer


Seller

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