

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708696

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900661921		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMED PHARMA INC		11/24/2021	Corporation: NEW YORK
STEPHEN ROSENFELD		11/24/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	EMED, LLC		
Street Address:	990 Biscayne Boulevard, Suite 1501		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33132		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90573462	EMED PHARMA	
CORRESPONDENCE DATA			
Fax Number:	949769502		
<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:	(949) 760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Charlene A. Azema		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	EME.038T		
NAME OF SUBMITTER:	Charlene A. Azema		
SIGNATURE:	/CAA/		
DATE SIGNED:	02/16/2022		
Total Attachments: 4			
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source=EMED PHARMA Redacted Assignment Agreement#page3.tif			

ASSIGNMENT OF TRADEMARKS

This Deed of Assignment of Trademarks ("**Deed**") is effective as of the date of last signature below. ("**Effective Date**"),

BY AND BETWEEN:

STEPHEN ROSENFELD, with an address at 18 Alpine Trail Sparta, New Jersey 07871,

[REDACTED] and [REDACTED]

EMED PHARMA INC a New York corporation with its principal place of business at 1820 Avenue M #722 Brooklyn, New York 11230

(collectively hereinafter referred to as the "**Assignor**" or "**Assignors**") who are the record owner of the trademarks detailed in **Schedule 1** to this Assignment (collectively, "**The Trademarks**").

AND

EMED, LLC a Delaware Limited Liability Company with its principal place of business at 990 Biscayne Boulevard, Suite 1501 Miami, Florida 33132 (hereinafter referred to as the "**Assignee**" which shall mean and include its successors and permitted assigns).

The Assignor and the Assignee are individually referred as "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. Consistent with the GLOBAL TRADEMARK SETTLEMENT AGREEMENT BETWEEN EMED, LLC, STEPHEN ROSENFELD, EMED ID INC AND EMED PHARMA INC executed between the parties, Assignors desire to assign and to confirm the assignment of The Trademarks to Assignee;
- B. The Assignors named in Schedule 1 are the record owners of the trademark applications identified in Schedule 1; and
- C. The Assignors have agreed to transfer, assign, and sell all its right, title, interest and benefit in and unto The Trademarks together with all its ancillary rights relating thereto, including the goodwill of the business, and certain business assets related thereto, to and unto the Assignee absolutely, perpetually, and irrevocably.

NOW THEREFORE, in consideration of the above, the Assignors hereby covenant and agree as follows:

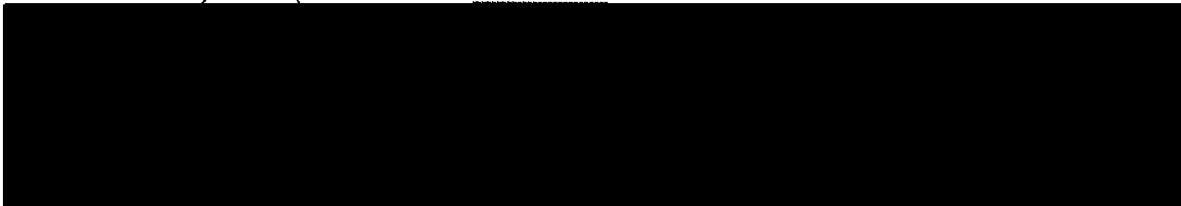
- 1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby assign, sell, transfer, and set over unto the Assignee all rights, titles, interests, and benefits in and unto The Trademarks together with the goodwill and certain assets related thereto, to Assignee, including all and any statutory and common law rights, and ancillary rights in The Trademarks and including all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to

Assignee, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of The Trademarks before or after issuance.

2. Assignors shall at the request and cost of the Assignee at all times and from time to time do, execute, and perform all such further acts, deeds, documents, matters, and things including applications, requests and the like to be submitted to the United States Patent and Trademark Office and other competent authorities as may be necessary, desirable, or appropriate to fully and effectually vest The Trademarks in the Assignee and perfecting the title of the Assignee to The Trademarks or completing or registering or recording the assignment of The Trademarks in the name of the Assignee.

IN WITNESS WHEREOF the parties have caused this Deed to be executed on the date of last signature below:

ASSIGNORS



DATED: 11/24/21

EMED PHARMA INC

By: [Signature]

Name: Stephen Rosenfeld

Title: CEO

DATED: 11/24/21

STEPHEN ROSENFELD

By: [Signature]

ASSIGNEE

DATED: _____

EMED, LLC

By: _____

Name:

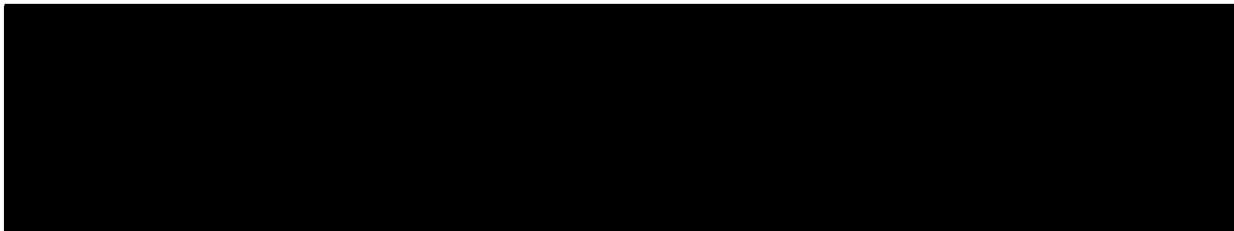
Title:

Assignee, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of The Trademarks before or after issuance.

2. Assignors shall at the request and cost of the Assignee at all times and from time to time do, execute, and perform all such further acts, deeds, documents, matters, and things including applications, requests and the like to be submitted to the United States Patent and Trademark Office and other competent authorities as may be necessary, desirable, or appropriate to fully and effectually vest The Trademarks in the Assignee and perfecting the title of the Assignee to The Trademarks or completing or registering or recording the assignment of The Trademarks in the name of the Assignee.

IN WITNESS WHEREOF the parties have caused this Deed to be executed on the date of last signature below:

ASSIGNORS



DATED: _____

EMED PHARMA INC

By: _____

Name: Stephen Rosenfeld

Title: CEO

DATED: _____

STEPHEN ROSENFELD

By: _____

ASSIGNEE

DATED: 12/1/2021

EMED, LLC

By:  _____

Name: **MITCH MORRIS, MD.**

Title: **PRESIDENT**