

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730840

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900679783 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Empowered Medical Solutions LLC | | 03/07/2022 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Pure Wave Holdings, Inc. | | |
| Street Address: | 1014 Gateway Boulevard | | |
| Internal Address: | Quantum Town Center | | |
| City: | Boynton Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33426 | | |
| Entity Type: | Corporation: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5755086 | PURE WAVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8665179150 | | |
| <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: | 9548120660 | | |
| Email: | nancy@flintiplaw.com | | |
| Correspondent Name: | Nancy J. Flint | | |
| Address Line 1: | 1856 N. Nob Hill Road | | |
| Address Line 2: | #424 | | |
| Address Line 4: | Plantation, FLORIDA 33322 | | |
| ATTORNEY DOCKET NUMBER: | 749-001 | | |
| NAME OF SUBMITTER: | Nancy J. Flint | | |
| SIGNATURE: | /Nancy J. Flint/ | | |
| DATE SIGNED: | 05/27/2022 | | |
| Total Attachments: 4 | | | |
| source=TRADEMARK ASSIGNMENT AGREEMENT Empowered Medical Solutions to Pure Wave Holdings | | | |

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into as of March 7, 2022 (the "Effective Date") by and between Empowered Medical Solutions, LLC dba QRS-Direct, a limited liability company organized under the laws of the State of Florida and having an address at 1014 Gateway Boulevard, Suite 110, Boynton Beach, Florida 33426 ("Assignor") and Pure Wave Holdings, Inc., a corporation organized under the laws of the State of Florida and having an address at 1014 Gateway Boulevard, Quantum Town Center, Boynton Beach, Florida 33426 ("Assignee").

WHEREAS, Assignor is the owner of the following registered trademark, common law trademark, service mark, trade name, corporate name, commercial identity and trading style and confusingly similar designations (collectively, the "Trademark"):

- PURE WAVE for use in connection with medical apparatus, namely, magnetic field therapy apparatuses including U.S. Reg. No. 5755086:

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the amount of US\$10.00 payable on the Effective Date.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) To Assignor's knowledge as of the Effective Date, the Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms other than Exhibit A – Copy of Certificate of Registration for PURE WAVE, U.S. Reg. No. 5755086.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly refers to this agreement.

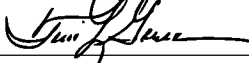
6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Florida, and all disputes shall be brought before the courts in Palm Beach County, Florida. The parties waive objection to the jurisdiction of the courts of Palm Beach County, Florida for such disputes including *forum non conveniens*.

ASSIGNOR

Empowered Medical Solutions, LLC

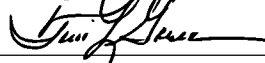
By: 

Print Name: Toni L Goren

Title: CEO

ASSIGNEE

Pure Wave Holdings, Inc.

By: 

Print Name: Toni L Goren

Title: CEO

United States of America

United States Patent and Trademark Office

PURE WAVE

Reg. No. 5,755,086

Registered May 21, 2019

Corrected Jan. 25, 2022

Int. Cl.: 10

Trademark

Principal Register

Empowered Medical Solutions, LLC (FLORIDA LIMITED LIABILITY COMPANY), DBA QRS-Direct
1014 Gateway Drive
Boynton Beach, FLORIDA 33426

CLASS 10: Medical apparatus, namely, magnetic field therapy apparatuses

FIRST USE 11-1-2017; IN COMMERCE 11-1-2017

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 88-010,700, FILED 06-22-2018



A handwritten signature in black ink, appearing to read "Dennis H. Hollister".

Performing the Functions and Duties of the
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office



TRADEMARK
REEL: 007723 FRAME: 0675

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.