

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728596

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Michael D. Williams DDS PA		05/11/2022	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DOC Brands, Inc.		
<b>Street Address:</b>	407 EAST LANCASTER AVENUE		
<b>City:</b>	Wayne		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4509849	SLEEPTIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8659786493		
<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>			
<b>Phone:</b>	865-978-6480		
<b>Email:</b>	docketing@robinsoniplaw.com		
<b>Correspondent Name:</b>	ROBINSON IP LAW, PLLC		
<b>Address Line 1:</b>	9724 Kingston Pike, Suite 1102		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37922		
<b>ATTORNEY DOCKET NUMBER:</b>	00.04228.0844		
<b>NAME OF SUBMITTER:</b>	Michael E. Robinson		
<b>SIGNATURE:</b>	/michael e robinson/		
<b>DATE SIGNED:</b>	05/18/2022		
<b>Total Attachments: 6</b>			
source=04228-20220518-topto-ProductTrademarksPatentandIntellectualPropertyAssignmentFullyExecuted_Redacted#p			
source=04228-20220518-topto-ProductTrademarksPatentandIntellectualPropertyAssignmentFullyExecuted_Redacted#p			
source=04228-20220518-topto-ProductTrademarksPatentandIntellectualPropertyAssignmentFullyExecuted_Redacted#p			
source=04228-20220518-topto-ProductTrademarksPatentandIntellectualPropertyAssignmentFullyExecuted_Redacted#p			
source=04228-20220518-topto-ProductTrademarksPatentandIntellectualPropertyAssignmentFullyExecuted_Redacted#p			

OP \$40.00 4509849



## ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties indicated below agree as follows:

1. The undersigned Assignor, Michael D. Williams DDS PA, a Florida professional corporation with its principal office at 10991 SW 42nd PL, Davie, FL 33328 (hereinafter, "Assignor"), for the first time does hereby assign, convey, and transfer to DOC Brands, Inc., a Delaware corporation with its principal office at 407 E Lancaster Avenue, Wayne, PA 19087 (hereinafter, "Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest of Assignor in and to:
  - a. any and all subject matter (including all designs, inventions and improvements) disclosed in the patents listed in attached Schedule A and in and to any and all related provisional applications, nonprovisional applications, divisional applications, continuation applications, continuation-in-part applications, PCT applications, national phase applications based thereon, all issued patents thereof, any and all reexamination or reissued patents thereof which have been or may be issued in the United States, Europe, and throughout the world, any and all extensions, validations and substitution applications, and all convention and treaty rights throughout the world in and to all such subject matter (hereinafter, collectively, "the Patents");
  - b. the trademark registration(s) listed in attached Schedule B including any and all goodwill associated therewith and any and all common law rights, logo designs, or other indicia associated therewith (hereinafter, collectively, "the Trademarks");
  - c. all tooling, tooling design and all associated intellectual property relating to the products sold under the Trademarks (hereinafter, collectively, the "Tooling");
  - d. all other intellectual property rights of every kind, including but not limited to know-how, processes, trade secrets, formulae and similar information relating to the products sold under the Trademarks and Tooling (hereinafter, collectively, the "Intellectual Property Rights").
  - e. any and all rights of action for infringement, including past infringement related to the Patents and/or Trademarks anywhere throughout the world (hereinafter, "the Territory").
2. The Patents, the Trademarks, the Tooling and the Intellectual Property Rights are defined herein collectively as the "Intellectual Property".
3. Assignor further covenants with Assignee, its successors, assigns and legal representatives, and represents and warrants that (a) no assignment, grant, mortgage, or pledge affecting the rights and properties herein conveyed has been made by Assignor to any person or entity other than Assignee, (b) the full right to assign, transfer, and convey the same as herein expressed is possessed by Assignor, and (c) Assignor will not hereafter assign or attempt to assign any rights therein, or take any other action inconsistent with this Assignment.

4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Intellectual Property.
5. Assignor pledges and agrees to do all acts and execute all other documents which are necessary or are reasonably requested by Assignee in order to insure, confirm, or establish that Assignee owns all of Assignor's right, title, and interest in and to the subject matter (including all designs, inventions and improvements) disclosed in the Intellectual Property and that any and all other interests and rights appurtenant thereto owned by Assignor including, but not limited to, all such rights and interests referred to herein are owned and possessed by Assignee.
6. In the event that, after the date of signing of this Assignment, Assignor is unable for any reason whatsoever to sign or deliver any document required under this Assignment, Assignor hereby irrevocably designates Assignee to act for and on its behalf, to execute and file any such document, and to do all other legal acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
7. This Assignment constitutes and shall be deemed a contract made under the laws of the State of Florida, without reference to its conflicts of laws jurisprudence, for any and all purposes and shall be interpreted and enforced in accordance with such laws.
8. All terms and words used in this Assignment, regardless of the number, format or gender in which they are used, shall be deemed and construed to include any other number (singular or plural), or any format (hyphenated or capitalized), or any other gender (masculine or feminine or neuter), as the context or sense of this Assignment may require, the same as if the words had been fully and properly written in the proper number, format or gender.
9. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, all other provisions of the Assignment shall be unimpaired and shall remain in full force and effect.
10. This Assignment may be executed in identical counterparts with the same force and effect as if the signatures were all set forth on a single instrument. This Assignment is deemed to be executed and effective as of the date on which the last party signs a counterpart to this Assignment ("Effective Date").

[This section intentionally left blank.]

Michael D. Williams DDS PA

By: [Signature]

Name (Print): MICHAEL D. WILLIAMS

Title: President

Date: 11 MAY 2022

STATE OF FL )

COUNTY OF Broward ) ss

Before me, a notary public of the state and county mentioned, personally appeared Michael Dean Williams with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be an authorized officer of Michael D. Williams DDS PA, the within named party, a United Kingdom corporation, and that he/she as such authorized officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as authorized officer thereof.

WITNESS my hand and seal, at office in Cooper City FL, this 11 day of May, 2022.

[Signature]  
Notary Public

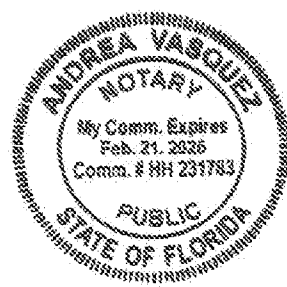
My commission expires: Feb 21, 2026

Witness 1 Signature: [Signature]

Witness 1 Name (Print): Amie Sanchez

Witness 2 Signature: [Signature]

Witness 2 Name (Print): Melina Villalobos



Read and approved by Assignee:

DOC Brands, Inc.	
By: <u>SMSA</u>	Date: <u>5-10-22</u>
Name: <u>SEAN STODDS</u>	
Title: <u>CEO</u>	

**SCHEDULE A**

**Patent:**

Application Number: [REDACTED]

**SCHEDULE B**

**Trademark:**

SLEEPTIGHT

Serial Number: 86015636

Registration Number: 4509849