

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779464

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|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900728747 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|--------------|
| BASF Corporation | | 12/01/2021 | Corporation: |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | Bio-Care Technology Pty Ltd as trustee for BCT Trust ABN 73 196 151 611 Australia |
| Street Address: | Suite 1, 98 Woodlard Street |
| Internal Address: | Cross Miller & Wilkinson |
| City: | Lismore NSW |
| State/Country: | AUSTRALIA |
| Postal Code: | 2480 |
| Entity Type: | Proprietary Limited Company: AUSTRALIA |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------|
| Registration Number: | 4984191 | NOGALL |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: +61266847235
Email: admin@bio-caretechnology.com
Correspondent Name: Gary Bullard - Bio-Care Technology P/L
Address Line 1: 248 Tyagarah Road
Address Line 4: MYOCUM, AUSTRALIA 2481

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Gary K. Bullard |
| SIGNATURE: | /gary bullard/ |
| DATE SIGNED: | 01/10/2023 |

Total Attachments: 7

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EXHIBIT B

TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark and Copyright Assignment Agreement (this "Agreement") is made and entered into as of this 1st day of December 2021, by and between BASF Corporation, a Delaware corporation with offices at 100 Park Avenue, Florham Park, New Jersey 07932, United States of America ("Assignor") and Bio-Care Technology Pty Ltd., ACN 602 201 703 of Cross Miller & Wilkinson, Suite 1, 98 Woodlard Street, Lismore NSW 2480 as trustee for BCT Trust ABN 73 196 151 611, Australia ("Assignee").

Assignor and Assignee are individually referred to as a "Party" and collectively referred to as the "Parties" within this Agreement.

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated of even date herewith (the "APA");

WHEREAS, in connection with the transactions contemplated by the APA, Assignor (*effective upon completion of the Closing*) wishes to assign to Assignee its entire right, title and interest in and to (i) the trademark registrations listed in Annex 1 of this Agreement (the "Assigned Trademarks"), along with the goodwill of the business symbolized thereby; and (ii) Assignor's copyrightable Product formulation and manufacturing materials, product packaging, and product labels, (including content and layout, however, excluding any BASF proprietary marks other than those explicitly disclosed herein) associated with the Business, whether or not copyrighted (collectively, the "Copyrights"); and

WHEREAS, Assignor and Assignee wish to document the formal assignment to Assignee of Assignor's right, title, and interest in and to the Assigned Trademarks and Copyrights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree to the foregoing and as follows:

Section 1. **Definitions.** Capitalized terms used but not defined herein shall have those meanings assigned to them in the APA.

Section 2. **Assignment.** Subject to the terms and conditions of the APA, upon completion of the Closing Assignor conveys, transfers, and assigns to Assignee all of its right, title and interest in and to the Assigned Trademarks and Copyrights (including content and layout, however, excluding any BASF proprietary marks other than those explicitly disclosed herein), together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of the Assigned Trademarks and Copyrights. Assignee shall have the right to use and modify Assignor's materials that are the subject of the Copyrights.

Section 3. **Maintenance of the Assigned Trademarks.** After completion of the Closing and execution of this Agreement by the Parties, Assignee shall be solely responsible for the pursuance and maintenance of the Assigned Trademarks, in particular, Assignee shall be responsible for all payments of maintenance fees, official fees, etc. which may come due after execution and Closing of the APA and this Agreement. Assignee shall be responsible for registering the assignments of the Trademarks with the appropriate government agencies and payment of official fees for recordation.

Section 4. **Assistance of Assignor.** Assignor shall, from time to time, execute and deliver to Assignee, without further compensation, such additional instruments, documents, conveyances, or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby and thereby including, but not limited to, execute all lawful oaths, declarations, assignments, and powers of attorney necessary for vesting title of the Assigned Trademarks, and Copyrights in Assignee.

Section 5. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 6. **Rights Cumulative; Conflict With APA.** The rights, duties and obligations of the Parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the Parties under the APA. Nothing herein shall be deemed to limit the rights, duties and obligations of the Parties under the APA and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the APA, the terms and conditions of the APA shall govern, supersede, and prevail.

Section 7. **Expenses.** Except as otherwise expressly provided herein, each of the Parties hereto shall be responsible for the payment of its own respective costs and expenses incurred in connection with the negotiations leading up to and the performance of its respective obligations pursuant to this Agreement, including the fees of any attorneys, accountants, brokers, or advisors employed or retained by or on behalf of such Party.

Section 8. **Notices.** All notices and other communications to be given under the terms of this Agreement or which any of the Parties desire to give hereunder shall be in writing and shall be made in accordance with Section 8.2 (Notices) of the APA.

Section 9. **Headings.** The descriptive headings of the several Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10. **Counterparts.** This Agreement and any amendment hereto may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For the purpose of executing this Agreement or any amendment thereof, facsimile, PDF image, or electronic signatures rendered via an electronic signature service (e.g., DocuSign, Adobe Sign) shall be treated as original signatures if in accordance with the applicable law.

Section 11. **Integrated Contract.** This Agreement, together with the APA and the other agreements executed in connection therewith, including the schedules, exhibits and annexes hereto and thereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede any previous agreements and understandings between the Parties with respect to such matters. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 12. **Severability; Enforcement.** The invalidity, illegality or unenforceability of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each Party agrees that a court of competent jurisdiction may enforce such restriction to the

maximum extent permitted by law, and each Party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

Section 13. **Governing Law & Dispute Resolution.** This Agreement shall be governed and construed as set forth in Section 8.10 (Governing Law) of the APA.

Section 14. **Amendments.** This Agreement may be amended, modified, superseded, or canceled and any of the provisions hereof may be waived only by an instrument in writing signed by each of the Parties hereto or, in the case of a waiver, by or on behalf of the Party waiving compliance.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNEE

BIO-CARE TECHNOLOGY PTY LTD.

By: *Gary R Bullard*
Name: GARY BULLARD
Title: CEO AND DIRECTOR
Date: 1 DEC 2021

ASSIGNOR

BASF CORPORATION

By: *R. Kehler*
Name: Ron Kehler
Title: Vice President, P&SS, BASF
Date: 12/01/2021



ANNEX 1
Trademarks

| Trademark | Type | Nat./Int. | Country | Registration Number | Classes |
|-----------|------|-----------|-----------|---------------------|---------|
| NOGALL | Word | National | Australia | 1644390 | 1, 5 |
| NOGALL | Word | National | USA | 4984191 | 1, 5 |