

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM771535

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Curexa Investors, LLC		11/30/2022	Limited Liability Company:
Curexa, LLC		11/30/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Curexa - East, LLC		
<b>Street Address:</b>	3007 Ocean Heights Ave.		
<b>City:</b>	Egg Harbor Township		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08234		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4838027	CUREXA	
<b>Registration Number:</b>	5476698	CUREXAVET	
<b>Registration Number:</b>	5476699	GENTLEMAN'S CHOICE	
<b>Registration Number:</b>	4974364	OTIOX	
<b>Registration Number:</b>	5327291	YOUR MEDICATIONS. OUR PRIORITY.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	973-597-2500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Jenna Marie Tracy, Esq.		
<b>Address Line 1:</b>	c/o Lowenstein Sandler, LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	30120.3		
<b>NAME OF SUBMITTER:</b>	Jenna-Marie Tracy		
<b>SIGNATURE:</b>	/Jenna-Marie Tracy/		

CH \$140.00 4838027

<b>DATE SIGNED:</b>	12/02/2022
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**Total Attachments: 4**

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment") is effective as of November 30, 2022 and is among Curexa Investors, LLC, a Delaware limited liability company, and Curexa, LLC, a Delaware limited liability company (together, the "Assignors") and Curexa – East, LLC, a Delaware limited liability company (the "Assignee").

## **RECITALS**

A. The Assignors are the owners of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. The Assignors have agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

D. The Assignors desire to assign all of their right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

## **AGREEMENTS**

For the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. The Assignors do hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all of the Assignors' right, title and interest, in and to the Marks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignors hereby request the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignors hereby further request the Commissioner and his or her non-US counterparts issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Upon reasonable request by the Assignee, the Assignors will execute further papers (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to all

Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce all Marks. The Assignors hereby authorize Assignee, and do hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignors' true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignors, to execute any such further papers.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignors and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

**IN WITNESS WHEREOF**, the Assignors and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

ASSIGNEE:

CUREXA INVESTORS, LLC

CUREXA – EAST, LLC

DocuSigned by:  
By: Mark Taylor  
Name: Mark Taylor  
Its: CEO

DocuSigned by:  
By: Mark Taylor  
Name: Mark Taylor  
Its: CEO

Address for Notices:  
3007 Ocean Heights Ave  
Egg Harbor Township, NJ 08234

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CUREXA, LLC

DocuSigned by:  
By: Mark Taylor  
Name: Mark Taylor  
Its: CEO

Address for Notices:  
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Egg Harbor Township, NJ 08234

**Schedule A****Trademark Applications and Registrations**

<b>Mark</b>	<b>Serial Number [Filing Date]</b>	<b>Registration Number [Registration Date]</b>
<b>CUREXA</b>	<b>86/390,408 10-Sep-2014</b>	<b>4,838,027 20-Oct-2015</b>
<b>CUREXAVET</b>	<b>87/375,977 17-Mar-2017</b>	<b>5,476,698 22-May-2018</b>
<b>GENTLEMAN'S CHOICE</b>	<b>87/375,988 17-Mar-2017</b>	<b>5,476,699 22-May-2018</b>
<b>OTIOX</b>	<b>86/550,519 02-Mar-2015</b>	<b>4,974,364 07-Jun-2016</b>
<b>YOUR MEDICATIONS. OUR PRIORITY.</b>	<b>87/375,969 17-Mar-2017</b>	<b>5,327,291 07-Nov-2017</b>