

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799992

<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>
Avadim Health IP, Inc.		08/16/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avadim Holdings, Inc. f/k/a Midava Holdings 3, Inc.		
<b>Street Address:</b>	600A Centrepark Dr		
<b>City:</b>	Asheville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28805		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5965297	PHUEL	
<b>Registration Number:</b>	5895295	THERAWORX PROTECT	
<b>Registration Number:</b>	5783409	THERAWORX RELIEF	
<b>Registration Number:</b>	5259033	COMBAT ONE	
<b>Registration Number:</b>	3504319	THERAWORX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8047751846		
<b>Email:</b>	smartinez@mcguirewoods.com		
<b>Correspondent Name:</b>	Stephanie Martinez		
<b>Address Line 1:</b>	800 E Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Stephanie Martinez		
<b>SIGNATURE:</b>	/Stephanie Martinez/		
<b>DATE SIGNED:</b>	04/03/2023		
<b>Total Attachments: 24</b>			
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**ASSET PURCHASE AGREEMENT**

Dated as of May 31, 2021

among

MIDAVA HOLDINGS 3, INC.,

as Buyer,

AVADIM HEALTH, INC. AND THE OTHER SELLERS NAMED HEREIN,

as the Sellers,

and

solely for the purposes stated expressly herein,



as Administrative Agent on behalf of the Lenders, as Holder Representative on behalf of the Holders, as Collateral Agent on behalf of the Secured Parties and as DIP Agent on behalf of the DIP Secured Parties and not in its individual capacity.

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of May 31, 2021 (the "Agreement Date"), between and among MIDAVA HOLDINGS 3, INC., a Delaware corporation (the "Buyer"), AVADIM HEALTH, INC., a Delaware corporation (the "Company") and the direct or indirect wholly-owned Subsidiaries of the Company set forth on Schedule I hereto (together with the Company, each a "Seller", and collectively, the "Sellers" or "Debtors"), and [REDACTED], an English limited liability partnership, as Administrative Agent (as defined below), Holder Representative (as defined below) and Collateral Agent (as defined below) and DIP Agent (as defined below), and not in its individual capacity, and signing solely with respect to Section 3.2, Section 10.4, and Sections 10.7 to 10.19 of this Agreement (in such capacities, the "Agent"). The Agent, Buyer and Sellers collectively are referred to herein as the "Parties" and each, a "Party."

### RECITALS:

A. The Sellers are engaged in the business of developing, manufacturing, marketing and selling non-prescription topical products to improve immune health, neuromuscular health and skin barrier health (the "Business").

B. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Intellectual Property" shall mean all worldwide rights, title and interests associated with or arising out of any intellectual property, including: (i) all patents and patent applications, together with all reissuances, divisionals, continuations, continuations-in-part, revisions, renewals, extensions, and re-examinations thereof, collectively, "Patents"; (ii) all trademarks, service marks, logos, trade names, brand names, corporate names, trade dress, trade styles, and other identifiers indicating the business or source of goods or services, and other indicia of commercial source or origin, whether registered, arising under common law or statutory law, or otherwise, and general intangibles of a like nature, and all registrations and applications to register, and renewals of the foregoing, anywhere in the world, and all goodwill associated with any of the foregoing (collectively, "Marks"); (iii) all trade secret rights and corresponding rights in Confidential Information and other non-public or proprietary information (whether or not patentable), including ideas, formulas, compositions, inventor's notes, discoveries and improvements, know-how, manufacturing and production processes and techniques, testing information, research and development information, inventions, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals and technical data, business and marketing plans, market surveys, market know-how and customer lists and information (collectively, "Trade Secrets"); (iv) all copyrights and copyrightable works, and all database and design rights, whether or not registered or published, including all data collections, "moral" rights, mask works, copyright

registrations and applications therefor and corresponding rights in works of authorship (collectively, "Copyrights"); (v) all Internet domain names and websites, electronic addresses, uniform resource locators and alphanumeric designations associated therewith and all registrations for any of the foregoing, and all social media accounts; (vi) all other intellectual property rights in or arising from Software and Technology; (viii) all rights of privacy and publicity; (ix) and any and all similar, corresponding or equivalent intellectual or proprietary rights anywhere in the world.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(f)

[REDACTED]

**ARTICLE II**

**TRANSFER OF ASSETS AND LIABILITIES**

2.1 Purchased Assets. At the Closing, and upon the terms and conditions set forth herein and, with respect to the Sellers, subject to the approval of the Bankruptcy Court, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Sellers shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from the Sellers, all of the right, title and interest of each of the Sellers, free and clear of all Liens, other than Permitted Liens, in, to and under, all of the Purchased Assets. The Purchased Assets shall include each of the following of the Sellers:

(a)

[REDACTED]

(o)

[REDACTED]

(p) all Owned Intellectual Property, including Scheduled Intellectual Property, including i) all of Sellers' rights to institute and pursue Proceedings against third parties for past, present and future infringement, misappropriation or other violation of any of the foregoing or other conflict therewith; ii) all of the Sellers' rights to recover damages or lost profits in connection with any of the foregoing; and iii) all of the Seller's rights to royalties, license fees or similar payments in connection with any of the foregoing;

(q)

[REDACTED]

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

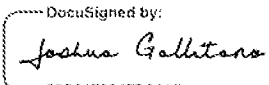
[REDACTED]



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Sellers, Buyer and Agent as of the date first above written.

**BUYER:**

MIDAVA HOLDINGS 3, INC.

By:  \_\_\_\_\_  
Name: Joshua Gallitano  
Title: President, Treasurer and Secretary

**SELLERS:**

**AVADIM HEALTH, INC.**

By: \_\_\_\_\_  
Name: Keith Daniels  
Title: Chief Restructuring Officer

[Redacted signature block containing three DocuSigned by lines and illegible text]

**AVADIM HEALTH IP, INC.**

By: \_\_\_\_\_  
Name: Keith Daniels  
Title: Chief Restructuring Officer

**AGENT:**

[REDACTED] solely for purposes of Section 3.2, Section 10.4, and Sections 10.7 to 10.19

DocuSigned by:  
[REDACTED]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE I**

**Sellers**

1. [REDACTED]

[REDACTED]

[REDACTED]

4. Avadim Health IP, Inc.

**Schedule 4.9(a)  
Intellectual Property**

**Patents**

Title / Subject Matter	Country	App. No.	Patent No.	Filing Date	Issue Date / Status
Maintenance of Urethral Catheters	USA	14/ 629320	10046137	2/23/2015	8/14/2018
Decolonizing Mammalian Skin	USA	16/ 054,017 (CON)	N/A	8/3/2108	N/A
Maintenance of Urethral Catheters	Australia	2015218703	N/A	2/23/2015	Lapsed
Maintenance of Urethral Catheters	Brazil	112016018953-1	N/A	2/23/2015	Lapsed
Maintenance of Urethral Catheters	Canada	2939940	N/A	2/23/2015	N/A
Maintenance of Urethral Catheters	China	201580009856	N/A	2/23/2015	Withdrawn
Maintenance of Urethral Catheters	EPO	15714693.7	N/A	2/23/2015	N/A
Maintenance of Urethral Catheters	Hong Kong	17103276	N/A	2/23/2015	N/A
Maintenance of Urethral Catheters	India	201627032217	N/A	2/23/2015	Withdrawn
Maintenance of Urethral Catheters	Israel	247070	247070	2/23/2015	5/29/2019
Maintenance of Urethral Catheters	Israel	253561 (DIV)	N/A	2/23/2015	Abandoned
Maintenance of Urethral Catheters	Japan	2016570926	6335337	2/23/2015	5/11/2018
Maintenance of Urethral Catheters	Japan	2018016713 (DIV)	N/A	2/23/2015	Refused
Maintenance of Urethral Catheters	Luxembo rg	92586	92586	2/23/2015	Lapsed
Maintenance of Urethral Catheters	Mexico	2016010864	N/A	2/23/2015	N/A
Maintenance of Urethral Catheters	WIPO	PCT/US2015/017 151	WO2015/1273 90	2/23/2015	Completed
Prevention of Acne	USA	14/ 946299	10071052	11/19/201 5	9/11/2018
Prevention of Acne	Brazil	112017010557-8	N/A	11/19/201 5	Lapsed
Prevention of Acne	Canada	2968525	N/A	11/19/201 5	N/A
Prevention of Acne	EPO	15856176.1	N/A	11/19/201 5	Withdrawn
Prevention of Acne	Japan	2017545866	N/A	11/19/201 5	Refused

Prevention of Acne	Mexico	2017006657	N/A	11/19/2015	N/A
Prevention of Acne	WIPO	PCT/US2015/61581	WO2016/081724	11/19/2015	Completed
Acidifying Composition for Tissue	USA	14/ 745,091 (1)	N/A	6/19/2015	Abandoned
Sterilization of Formulations	USA	15/ 187,484 (1)	N/A	6/20/2016	N/A
Improving Health Outcomes	Brazil	112017027349-7	N/A	6/17/2016	N/A
Improving Health Outcomes	Canada	2989644	N/A	6/17/2016	N/A
Improving Health Outcomes	EPO	16741722.9	N/A	6/17/2016	N/A
Improving Health Outcomes	Japan	2017565934	N/A	6/17/2016	N/A
Improving Health Outcomes	Mexico	2017016911	N/A	6/17/2016	N/A
Improving Health Outcomes	WIPO (2)	PCT/US2016/38043	WO2016/205620	6/17/2016	Completed
Improving Health Outcomes	WIPO (2)	PCT/US2016/38409	WO2016/205812	6/20/2016	Completed
One-Step System for Cleansing Skin	USA	09/471538	6358516	12/23/1999	Expired
One-Step System for Cleansing Skin	WIPO	PCT/US/2000/34424	WO2001/47357	12/19/2000	Completed
Antiseptic and Biofilm Treatment	USA	62/ 860,727 (PROV)	N/A	6/12/2019	Expired
Method for Maintenance of Urethral Catheters	Australia	2020200171		1/9/2020	N/A
Compositions and Methods for the Antiseptic Treatment of Biofilms on Mammalian Tissue	WIPO	PCT/US2020/037635	WO20252411	6/12/2020	N/A

### **Trademarks**

<b>Owner/Assignee</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Avadim Health IP, Inc.	PHUEL	1/21/2020	5965296

Owner/Assignee	Trademark	Registration Date	Registration Number
Avadim Health IP, Inc.	PHUEL & Design 	1/21/2020	5965297
Avadim Health IP, Inc.	THERAWORX PROTECT	10/29/2019	5895295
Avadim Health IP, Inc.	THERAWORX RELIEF	6/18/2019	5783409
Avadim Health IP, Inc.	[PH]UEL5.0 	8/8/2017	5259031
Avadim Health IP, Inc.	COMBAT ONE 	8/8/2017	5259033
Avadim Health IP, Inc.	X Design 	5/17/2016	4959812
Avadim Health IP, Inc.		11/22/2016	5084808
Avadim Health IP, Inc.	THERAWORX	9/23/2008	3504319
Avadim Health IP, Inc.	NATURE'S CONCEPTS	12/12/2000	2412184

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), dated as of August 16, 2021 by and among Avadim Health, Inc., a Delaware corporation (the "Company") and the direct or indirect wholly-owned Subsidiaries of the Company set forth on Schedule I of the Purchase Agreement (as defined below) (collectively, "Assignors"), Avadim Holdings, Inc., a Delaware corporation (f/k/a Midava Holdings 3, Inc.) ("Assignee") and [REDACTED] ("[REDACTED]") (each of the Assignors, Assignee and [REDACTED], a "Party" and, together, the "Parties").

Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement (as amended, supplemented or otherwise modified, the "Purchase Agreement"), dated as of May 31, 2021, by the Assignors, the Assignee, and Hayfin Services LLP, an English limited liability partnership, as Administrative Agent, Holder Representative, Collateral Agent and DIP Agent, and not in its individual capacity, and signing solely with respect to Sections 3.2, Section 10.4 and Sections 10.7 to 10.19 of the Purchase Agreement.

**WHEREAS**, Assignors and Assignee have entered into the Purchase Agreement pursuant to which Assignee has agreed to purchase the Purchased Assets and to assume the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in the Purchase Agreement;

**WHEREAS**, pursuant to this Agreement, each of the Assignors shall sell, convey, assign, transfer, and deliver to Assignee, and Assignee shall purchase, acquire, and accept delivery from each such Assignor, all of such Assignor's right, title and interest in, to, and under the Purchased Assets, in each case on the terms and subject to the conditions set forth in the Purchase Agreement;

[REDACTED];

[REDACTED];

[REDACTED].

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment of Purchased Assets. Effective as of the Closing, on the terms and subject to the conditions set forth in the Purchase Agreement, each Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts delivery from each such Assignor, all of such Assignor's right, title and interest in, to,



and under the Purchased Assets;

[REDACTED]

2.

[REDACTED]

3. Avadim Marks. For clarity, and without limiting the scope of the Purchased Assets, the Assignors hereby acknowledge and reaffirm that the Purchased Assets include the Avadim Marks and therefore, effective as of the Closing, (a) Assignee owns all rights, title and interest in, to, and under the Avadim Marks, and (b) the Assignors are not granted, and otherwise retain no right, title or interest of any kind or nature in, to, or under the Avadim Marks. For purposes of this Agreement, "Avadim Marks" shall mean the "AVADIM" brand name and all Marks including the words "AVADIM", "RELION MANUFACTURING", "BIONOME PROPERTIES" or "QUALITY ASSURANCE ASSOCIATES" (including "AVADIM HEALTH"), and any and all variations and derivations thereof, or words, marks or names confusingly similar thereto, in any format, font, style or design, whether alone or in combination with any other words, symbols, logos, styles or designs, including all registrations and applications therefor.

4. Employee Matters.

[REDACTED]

[REDACTED]

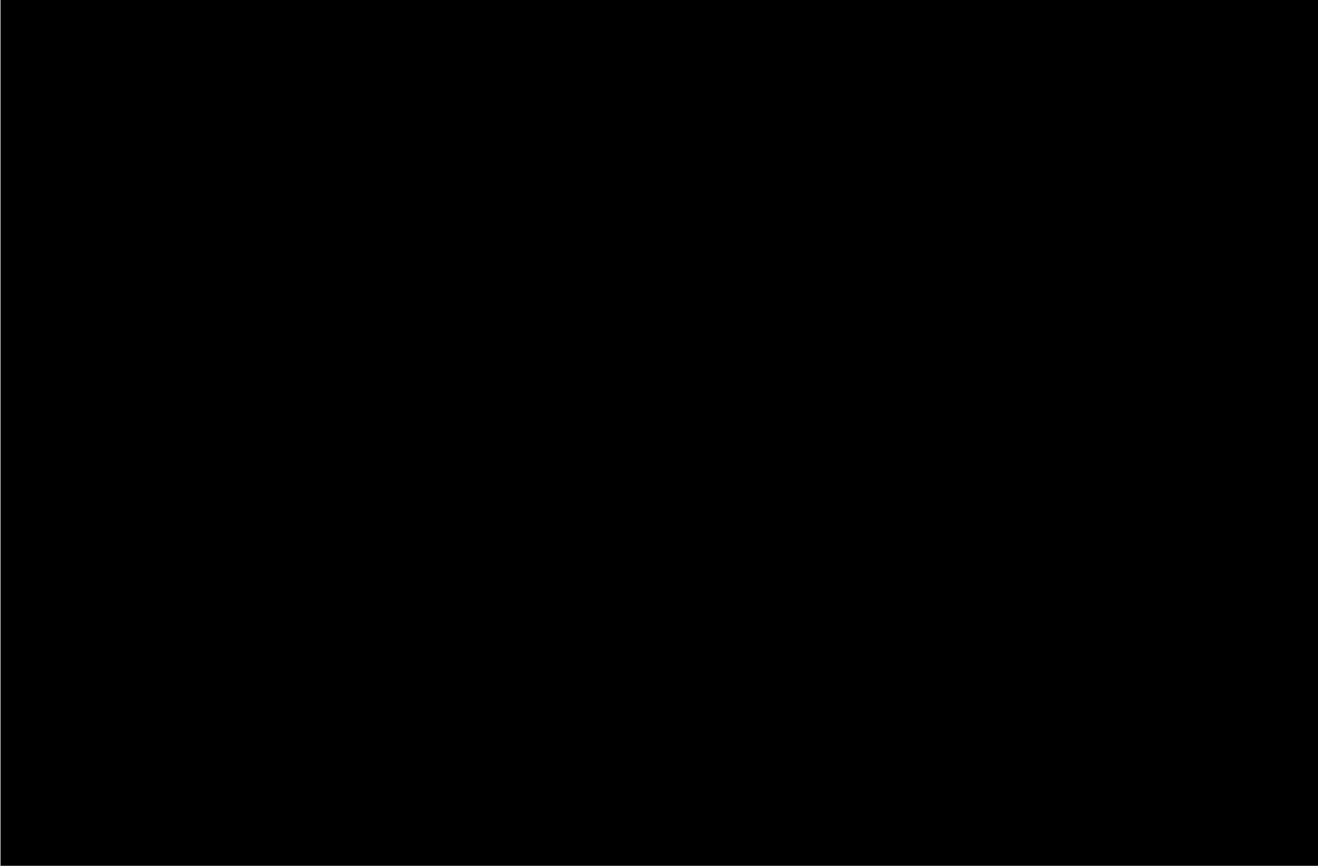
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[REDACTED]

[REDACTED]

5. Wrong Pockets.

[REDACTED]



6. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

7. Conflict. The respective rights of Assignors and Assignee with respect to the Purchased Assets sold, conveyed, assigned, transferred and delivered hereby and the Assumed Liabilities assumed hereby shall be governed exclusively by the Purchase Agreement and nothing in this Agreement shall alter any liability or obligation arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations, warranties and obligations of the Parties with respect to such Purchased Assets and such Assumed Liabilities. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern.

8. Sole Remedy. The sole and exclusive remedy of the Assignee and Assignors with respect to any breach of this Agreement shall be as set forth in the Purchase Agreement.

9. Notices. All notices, demands, requests, waivers, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or that are given with respect to this Agreement shall be in writing and shall be personally served, delivered by a nationally recognized overnight delivery service with charges prepaid, or transmitted by hand delivery or electronic mail, addressed as set forth below, or to such other address as such Party shall have specified most recently by written Notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by electronic mail with confirmation of receipt; *provided, however*, that, if delivered or transmitted

on a day other than a Business Day, notice shall be deemed given on the next Business Day. Notice otherwise sent as provided herein shall be deemed given on the next Business Day following timely deposit of such Notice with an overnight delivery service:

If to the Assignors: Avadim Health, Inc.  
81 Thompson Street  
Asheville, North Carolina 28803

Attention: Keith Daniels, Chief Restructuring  
Officer  
Email: kdaniels@carlmarks.com

With copies to: Chapman and Cutler LLP  
1270 Avenue of the Americas, 30th Floor  
New York, New York 10020

Attention: Larry G. Halperin  
Joon P. Hong  
Nicholas W. Whitney  
Email: halperin@chapman.com  
joonhong@chapman.com  
whitney@chapman.com

Pachulski Stang Ziehl & Jones LLP  
919 North Market Street, 17th Floor  
Wilmington, Delaware 19801

Attention: Laura Davis Jones  
Timothy P. Cairns  
Email: ljones@pszjlaw.com  
tcairns@pszjlaw.com

Pachulski Stang Ziehl & Jones LLP  
919 North Market Street, 17th Floor, 17th Floor  
Wilmington, Delaware 19801

Attention: Laura Davis Jones  
Timothy P. Cairns  
Email: ljones@pszjlaw.com  
tcairns@pszjlaw.com

Fox Rothschild LLP  
919 North Market Street, Suite 300  
Wilmington, Delaware 19801

Attention: Seth A. Niederman  
Email: sniederman@foxrothschild.com

Telephone: (302) 654-7444  
Facsimile: (302) 656-8920

Fox Rothschild LLP  
345 California Street, Suite 200  
San Francisco, California 94104

Attention: Michael A. Sweet  
Email: msweet@foxrothschild.com  
Telephone: (415) 364-5540  
Facsimile: (415) 391-4436

Fox Rothschild LLP  
321 North Clark Street, Suite 1600  
Chicago, Illinois 60654

Attention: Gordon E. Gouveia  
Email: ggouveia@foxrothschild.com  
Telephone: (312) 980-3816  
Facsimile: (312) 517-9201

Lowenstein Sandler LLP  
1251 Avenue of the Americas  
New York, New York 10020

Attention: Robert Hirsch  
Eric Chafetz  
Email: rhirsh@lowenstein.com  
echafetz@lowenstein.com  
Telephone: (212) 262-6700

If to Assignee  
or 

c/o Hayfin Services LLP  
One Eagle Place, London, SW1Y 6AF  
United Kingdom

Attention: Loanops / Legal  
Barrett Polan  
Stephen Bourne  
Email: barrett.polan@hayfin.com  
stephen.bourne@hayfin.com  
Telephone: +44 0207 074 2900  
Facsimile: +44 0207 692 4641

With copies to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153

Attention: David Griffiths;  
Bryan Podzius;  
Gavin Westerman;  
Peter Feist  
Email: david.griffiths@weil.com;  
bryan.podzius@weil.com;  
gavin.westerman@weil.com;  
peter.feist@weil.com

Rejection of or refusal to accept any Notice, or the inability to deliver any Notice because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

10. Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

11. Amendments. This Agreement may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

12. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other party to carry out the transactions contemplated by this Agreement.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this Agreement may be delivered via "pdf" or facsimile. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

14. Governing Law. This Agreement, and any Proceeding that may be based upon, arise out of, or relate or be incidental to the Transactions, this Agreement, the negotiation, execution, performance or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct or otherwise, and whether now existing or hereafter arising, will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied, except to the extent that such Laws are superseded by the Bankruptcy Code.

15. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party.


16. Entire Agreement. This Agreement, the Purchase Agreement, the DIP Documents, and the Loan & Notes Documents and all agreements entered into pursuant hereto and thereto and all certificates and instruments delivered pursuant hereto and thereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

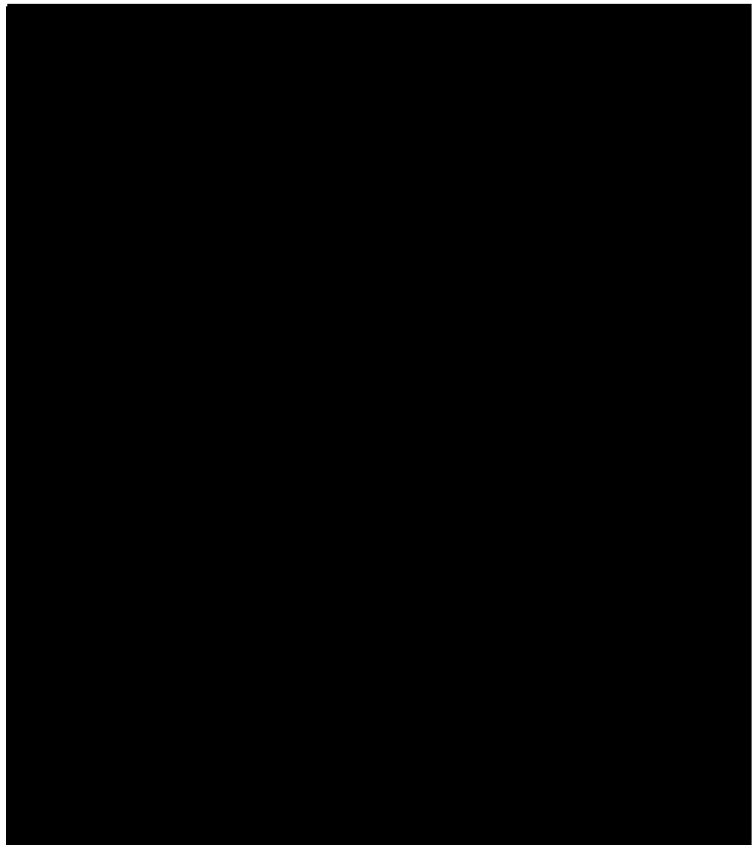
*[Signature page follows]*

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

**ASSIGNORS**

AVADIM HEALTH, INC.

By:   
Name: Keith Daniels  
Title: Chief Restructuring Officer



AVADIM HEALTH IP, INC.

By:   
Name: Keith Daniels  
Title: Chief Restructuring Officer



**ASSIGNEE**

AVADIM HOLDINGS, INC.

By: \_\_\_\_\_

Name: Joshua Gallitano

Title: President, Treasurer and Secretary

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Schedule 1

