

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amity Holdings, LLC DBA MediCore Medical Supply		06/23/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ASP Global, LLC		
Street Address:	7800 Third Flag Parkway		
City:	Austell		
State/Country:	GEORGIA		
Postal Code:	30168		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5430905	MEDICORE	
Registration Number:	5724528	LITETOUCH	
Serial Number:	97909374	MEDIHEEL	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-781-6013		
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	Kathryn Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	0247479.00003		
NAME OF SUBMITTER:	Kathryn Starshak		
SIGNATURE:	/Kathryn Starshak/		
DATE SIGNED:	06/29/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of June 23, 2023, is entered into by and between Amity Holdings, LLC, a Delaware limited liability company, doing business as MediCore Medical Supply ("Seller") and ASP Global, LLC, a Georgia limited liability company ("Buyer"). Capitalized terms used in this Agreement without definition shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Buyer, Seller and certain other parties have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, transfer and assign to Buyer, and Buyer has agreed to purchase and assume from the Seller, the Assets, in each case upon the terms and subject to the conditions set forth therein; and

WHEREAS, included in the Assets are certain intellectual property of Seller, including without limitation the Assigned Trademarks (as defined below), and Seller has agreed to execute and deliver this Agreement to further evidence the sale, transfer and conveyance of same to Buyer and for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, assigns and delivers to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in perpetuity and throughout the world in and to the following, free and clear of all Liens:

(a) the trademark registrations and trademark application set forth on Schedule 1 hereto, and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), all common law rights in the Assigned Trademarks, together with the goodwill generated by, symbolized by and associated with the use of the Assigned Trademarks;

(b) all rights, benefits, privileges and proceeds of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, without limitation;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation; Further Acts and Assurances. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement in accordance with Section 8.04 of the Purchase Agreement.

4. Amendments and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. The Seller may not assign its rights or obligations hereunder without the prior written consent of the Buyer. No assignment shall relieve the assigning party of any of its obligations hereunder.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

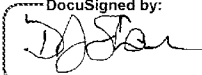
7. Terms of the Purchase Agreement. The parties acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. The terms and conditions of Article 8 of the Purchase Agreement (General Provisions) shall apply to this Agreement, as applicable, as if set forth in full herein and are incorporated herein by reference, *mutatis mutandis*.

[Signature page follows]

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

BUYER:

ASP GLOBAL, LLC

DocuSigned by:


By: 4EAFE26791FB4B1...

Name: Doug Shaver

Title: Chief Executive Officer

[Signature page to Trademark Assignment Agreement]

TRADEMARK
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SELLER:

AMITY HOLDINGS, LLC

DocuSigned by:

Joshua Pittman

By: 3F7461E195A5428...

Name: Joshua Pittman

Title: Chief Executive Officer

[Signature page to Trademark Assignment Agreement]

TRADEMARK
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Schedule 1

Assigned Trademarks

Trademark Registrations:

Mark Name	Country	Filing Date	Serial Number	Registration Date	Registration Number	Owner
MEDICORE	United States	August 18, 2016	87142538	March 27, 2018	5430905	Amity Holdings, LLC
LITETOUCH	United States	August 18, 2016	87142540	April 16, 2019	5724528	Amity Holdings, LLC
MEDIHEEL	United States	April 26, 2023	97909374	Not yet registered	Not yet issued	Amity Holdings, LLC

[Schedule I to Trademark Assignment Agreement]