

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioFilm IP, LLC		06/23/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Combe Incorporated		
Street Address:	1101 Westchester Avenue		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3496068		
Registration Number:	1293845	ASTROGLIDE	
Registration Number:	6630573	ASTROGLIDE QUIVER	
Registration Number:	5830103	ASTROGLIDE ORGANIX	
Registration Number:	6914491	ASTROGLIDE ROCKET FUEL	
Registration Number:	6783635	ASTROGLIDE SATISFY	
Registration Number:	6828703	ASTROGLIDE SPRAY 'N GLIDE	
Registration Number:	5783022	ASTROGLIDE VERGE	
Registration Number:	7013880	BIOSHELL	
Registration Number:	6191596	TOY 'N JOY	
Registration Number:	6993050	TOY 'N JOY FINISHER	
Registration Number:	5783021	VERGE	
Registration Number:	2670095	ASTROGLIDE PHYSICIAN'S FORMULA	
Serial Number:	97690764	ASTROGLIDE LUBE +	
Serial Number:	97690731	ASTROGLIDE LUBE PLUS	
Serial Number:	90304064	PLAYMATES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: trademarks@combe.com
Correspondent Name: Combe Incorporated
Address Line 1: 1101 Westchester Avenue
Address Line 4: White Plains, NEW YORK 10604

NAME OF SUBMITTER:	Karl Scheider
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SIGNATURE:	/Karl Scheider/
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DATE SIGNED:	07/18/2023
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), dated as of June 23, 2023 (the “Effective Date”), is entered into by and between BioFilm IP, LLC, a Nevada limited liability company (“BioFilm IP”) and Combe Incorporated, a Delaware corporation (the “Assignee”).

WHEREAS, on May 11, 2023, Assignee and BioFilm IP, together with the other parties signatory thereto, entered into that certain Share and Asset Purchase Agreement (as amended, restated, modified, or supplemented from time to time, the “Purchase Agreement”), pursuant to which, among other things, BioFilm IP has agreed to sell, assign, transfer, convey, and deliver to Assignee the Acquired Assets (the “Transaction”);

WHEREAS, BioFilm IP is the owner of the Acquired IP, including (i) those certain (a) patents and patent applications set forth in the attached Schedule A (the “Patents”), and (b) trademark applications and registrations set forth in the attached Schedule B (the “Trademarks”), and (ii) all other Intellectual Property used in connection with the Business in the United States and Canada, including unregistered copyrights, unregistered trademarks, and trade secrets (the “Unregistered IP”); and

WHEREAS, in connection with the Transaction, BioFilm IP has agreed to assign to Assignee all of its right, title, and interest in and to the Acquired IP, including the Patents, Trademarks, and Unregistered IP.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, BioFilm IP and Assignee hereby agree as follows:

1. Definitions. Capitalized terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Patents. BioFilm IP hereby irrevocably sells, assigns, transfers, and conveys to Assignee, for no additional consideration, all of BioFilm IP’s right, title, and interest in and to (i) the Patents, along with (a) any and all patents and patent applications that claim priority to the Patents, including all foreign counterparts, continuations, extensions, divisionals, continuations-in-part, reissues and reexaminations thereof; and (b) all rights of action pertaining to the Patents, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Patents and of this Assignment, the right to initiate other proceedings before all Governmental Authorities with respect to the Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of the Patents.

3. Conveyance and Acceptance of Trademarks. BioFilm IP hereby irrevocably sells, assigns, transfers, and conveys to Assignee, for no additional consideration, all of BioFilm IP’s right, title, and interest in and to the Trademarks, the goodwill of the business connected with the use of and symbolized by the Trademarks, the right to sue and recover for past, present, and future

infringement thereof, the right to secure registration of the Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to the Trademarks; provided that, with respect to the intent-to-use trademark applications included therein, the transfer of such applications accompanies the transfer of BioFilm IP's ongoing and existing business, or that portion of the business to which the relevant trademark pertains, pursuant to the Purchase Agreement.

4. Conveyance and Acceptance of Unregistered IP. BioFilm IP hereby irrevocably sells, conveys, transfers, and assigns to Assignee, for no additional consideration, all of BioFilm IP's right, title, and interest in and to any other Intellectual Property used in connection with the Business in the United States and Canada, including the Unregistered IP, the goodwill of the business connected with the use of and symbolized by any of such Unregistered IP, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of such Unregistered IP and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Unregistered IP.

5. Recordation and Authorization. BioFilm IP hereby authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions record and register this Assignment upon request by Assignee.

6. Further Assurances. Upon the reasonable written request of Assignee, BioFilm IP agrees, without any further consideration, to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or reasonably requested in order to consummate or make effective the transactions contemplated by this Assignment.

7. Purchase Agreement. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

9. Counterparts. This Assignment may be executed in any number of duplicate counterparts (including by means of .pdf format), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. Amendment. This Assignment may not be amended or altered except by a written instrument executed by the parties.

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IN WITNESS WHEREOF, BioFilm IP and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BIOFILM IP

BIOFILM IP, LLC

DocuSigned by:

Lois F. Wray

By: _____

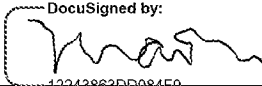
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Name: Lois Wray

Title: Manager

ASSIGNEE:

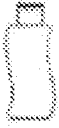
COMBE INCORPORATED

By:  _____
Name: Michele A. Tesbir
Title: Senior Vice President and Chief Financial
Officer

**SCHEDULE A
ASSIGNED PATENTS**

Patent No./App No.	Title	Filing Date	Record Owner
9,010,132	Methods, devices and systems for extraction of thermal energy from a heat conducting metal conduit	2014-03-13	BIOFILM IP, LLC
8,763,411	Methods, Devices and Systems for Extraction Of Thermal Energy From a heat Conducting Metal Conduit	2011-06-15	BIOFILM IP, LLC

**SCHEDULE B
ASSIGNED TRADEMARKS**

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
ASTROGLIDE WARES	CANADA	Registered	870,836	03/02/1998	508,993	03/09/1999	BioFilm IP, LLC
	UNITED STATES	Registered	78917397	06/26/2006	3496068	09/02/2008	BioFilm IP, LLC
ASTROGLIDE	UNITED STATES	Registered	73427234	05/23/1983	1293845	09/11/1984	BioFilm IP, LLC
ASTROGLIDE LUBE*	UNITED STATES	Pending	97690764	11/23/2022			BioFilm IP, LLC
ASTROGLIDE LUBE PLUS	UNITED STATES	Pending	97690731	11/23/2022			BioFilm IP, LLC
ASTROGLIDE ORGANIX	UNITED STATES	Registered	88059953	07/31/2018	5830103	08/06/2019	BioFilm IP, LLC
ASTROGLIDE QUIVER	UNITED STATES	Registered	90629117	04/07/2021	6630573	01/25/2022	BioFilm IP, LLC
ASTROGLIDE ROCKET FUEL	UNITED STATES	Registered	97008912	09/02/2021	6914491	11/29/2022	BioFilm IP, LLC
ASTROGLIDE SATISFY	UNITED STATES	Registered	90651540	04/16/2021	6783635	07/05/2022	BioFilm IP, LLC
ASTROGLIDE SPRAY 'N GLIDE	UNITED STATES	Registered	90390664	12/17/2020	6828703	08/23/2022	BioFilm IP, LLC
ASTROGLIDE VERGE	UNITED STATES	Registered	87866203	04/06/2018	5783022	06/18/2019	BioFilm IP, LLC
BIOSHELL	UNITED STATES	Registered	97041788	09/23/2021	7013880	03/28/2023	BioFilm IP, LLC
PLAYMATES	UNITED STATES	Pending	90304064	11/06/2020			BioFilm IP, LLC

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TOY 'N JOY	UNITED STATES	Registered	88804136	02/20/2020	6191596	11/03/2020	BioFilm IP, LLC
TOY 'N JOY FINISHER	UNITED STATES	Registered	97012330	09/04/2021	6993050	02/28/2023	BioFilm IP, LLC
VERGE	UNITED STATES	Registered	87866157	04/06/2018	5783021	06/18/2019	BioFilm IP, LLC
DIAMOND	CANADA	Registered	1731516	6/5/2015	TMA950280	9/23/2016	BioFilm IP, LLC
ASTROGLIDE TTC	CANADA	Registered	1732204	6/10/2015	TMA948747	9/8/2016	BioFilm IP, LLC
TTC TRYING TO CONCEIVE	CANADA	Registered	1732203	6/10/2015	TMA948760	9/8/2016	BioFilm IP, LLC
TOY 'N JOY	CANADA	Pending	2228712	12/16/2022			BioFilm IP, LLC
ASTROGLIDE ORGANIX	CANADA	Pending	2228711	12/16/2022			BioFilm IP, LLC
ASTROGLIDE PHYSICIAN'S FORMULA	UNITED STATES	Registered	76265519	6/1/2001	2670095	12/31/2002	BioFilm IP, LLC