

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gregory Pharmaceutical Holdings, Inc.		12/27/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	NFI, LLC		
Street Address:	501 Fifth Street		
City:	Bristol		
State/Country:	TENNESSEE		
Postal Code:	37620		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	97213294	WORKIN' FEET	
Serial Number:	97279811	8-HOUR SLEEP	
Serial Number:	97466935	BLUE-EMU OIL	
Serial Number:	97466939	SYNTHETIC BLUE-EMU OIL	
Registration Number:	1078692	E.P.T.	
Registration Number:	2043571		
Registration Number:	4146881	BLUE-EMU FOOT THERAPY	
Registration Number:	2995694	BLUE-EMU	
Registration Number:	4415825	SO ACCURATE WE CALL IT THE ERROR PROOF T	
Registration Number:	4697048	E.P.T	
Registration Number:	5056088	LIDOCARE	
Registration Number:	5073363	IT WORKS FAST AND YOU WON'T STINK	
Registration Number:	5288896	FROM THE MAKERS OF BLUE-EMU LIDOCARE 4%L	
Registration Number:	5288897	FROM THE MAKERS OF BLUE-EMU LIDOCARE 4%L	
Registration Number:	6324556	ALIVIO SIN DOLOR	
Registration Number:	6324557	ALIVIO SIN OLOR	
Registration Number:	6609089	STAY LEGENDARY	
Registration Number:	6799279	PAIN RELIEF MICRO-FOAM	
Registration Number:	6755901	SOFT ON SKIN, STRONG ON PAIN	
		TRADEMARK	

CH \$490.00 97213294

CORRESPONDENCE DATA**Fax Number:** 3367338473*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:** 336-721-3747**Email:** Trademarkswinston@wbd-us.com**Correspondent Name:** Randel S. Springer**Address Line 1:** Womble Bond Dickinson (US) LLP**Address Line 2:** One West Fourth Street**Address Line 4:** Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER:	26840.0001.5
NAME OF SUBMITTER:	Randel S. Springer
SIGNATURE:	/Randel S. Springer/
DATE SIGNED:	08/07/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), is entered into as of December 27, 2022, effective January 1, 2023, by and between Gregory Pharmaceutical Holdings, Inc. d/b/a UPM Pharmaceuticals, a Maryland corporation ("**Seller**"), and NFI, LLC, a Tennessee limited liability company ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Seller and Buyer dated as of the date hereof (the "**Purchase Agreement**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

RECITALS:

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Attachment A hereto and all issuances, extensions and renewals thereof;

(b) all rights 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;

(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 before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, 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 and Further Actions.** Seller hereby authorizes the officials of governmental entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at

Buyer's sole cost and expense, 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 necessary or desirable to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment 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.

4. **Binding Assignment.** This Trademark Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Trademark Assignment.

5. **No Amendment.** This Trademark Assignment may not be amended, modified or supplemented, except by an instrument in writing signed by, or on behalf of, the parties.

6. **Governing Law.** This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Tennessee applicable to contracts executed in and to be performed in that state without giving effect without regard to conflicts-of-laws principles thereof.


7. **Severability.** If any provision of this Trademark Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. **Counterparts; Execution by Facsimile.** This Trademark Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or electronic scanning shall be treated as though such reproductions are executed originals.

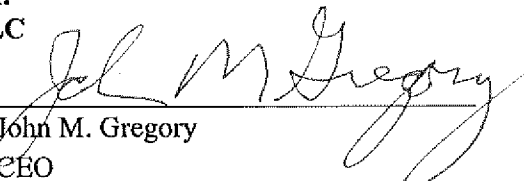
[Signature page(s) to follow.]

IN WITNESS WHEREOF, each party hereto has executed or caused this Trademark Assignment Agreement to be executed in its name by an authorized officer on the day and year first above written.

SELLER:
GREGORY PHARMACEUTICAL HOLDINGS, INC.




By: 
Name: Gregory C. Jones
Title: CEO

BUYER:
NFI, LLC

By: 
Name: John M. Gregory
Title: CEO

ATTACHMENT A

ASSIGNED TRADEMARKS

Country	Mark	Image	Status	Registered Owner	Class	Services	Appl. No.	Filing Date	Reg. No.	Reg. Date	Renewal Due
United States	9-HOUR SLEEP		Pending	Oregory Pharmaceutical Holdings, Inc	03 Int.	Dietary supplements in pill, tablet or capsule form intended to promote healthy sleep	97-279,811	23-Feb-2022			
United States	ALIVIO SIN DOLOR ("Painless Relief")		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Topical ointment containing emu oil for use in relieving joint or muscle pain	88-833,500	27-Feb-2020	6,324,555	13-Apr-2021	13-Apr-2031
United States	ALIVIO SIN DOLOR ("Painless Relief")		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Topical ointment containing emu oil for use in relieving joint or muscle pain	88-833,503	27-Feb-2020	6,324,557	13-Apr-2021	13-Apr-2031
United States	BLU-EMU		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Topical ointment containing emu oil for use in relieving joint or muscle pain	78-136,472	3-May-02	2,895,664	13-Sep-03	13-Sep-23
United States	BLU-EMU FOOT THERAPY		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Non-medicated topical ointment containing Emu oil for use in soothing and moisturizing dry, cracked feet	77-103,694	09-Feb-2007	4,146,881	23-May-2012	23-May-2022
United States	BLU-EMU OIL		Pending	Oregory Pharmaceutical Holdings, Inc	03 Int.	Topical ointment containing emu oil for use in relieving joint or muscle pain	07-466,935	20-Jun-2022			
United States	Design Only		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	In vitro pregnancy test for home use	75-089,218	16-Apr-1996	2,843,571	11-Mar-1997	11-Mar-2027
United States	ep.t.		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Diagnostic preparations for medical use	66-146,128	17-Dec-2013	4,697,045	03-Mar-2015	03-Mar-2025
United States	E.P.T.		Registered	Oregory Pharmaceutical Holdings, Inc	01 Int.	In vitro pregnancy test for home use	73-113,004	23-Jun-77	1,078,692	6-Dec-77	6-Dec-27
United States	IT WORKS FAST AND YOU WON'T STINK		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Topical analgesics	87-023,136	03-May-2016	5,075,363	01-Nov-2016	01-Nov-2026
United States	LIDOCARE		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Medicated patches for use in delivering pharmaceutical preparations for the treatment of pain	86-797,477	23-Oct-2015	4,655,666	04-Oct-2016	04-Oct-2026
United States	LIDOCARE Box, Arm, Neck & Leg PTO Records: FROM THE MARKERS OF BLUE-EMU LIDOCARE #LIDOCARINE PAIN RELIEF PATCH ARM, NECK & LEG PATENT PENDING PRESSURE ADHESIVE PATCH PATCH SIZE 1.25" X 6" MADE IN THE USA ULTRA-FLEXIBLE ODOOR-FREE FOR THE TEMPORARY RELIEF OF PAIN 4 PATCHES 3 PATCHES PER POUCH		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Medicated patches containing lidocaine for use in delivering pharmaceutical preparations for the treatment of pain.	87-817,724	27-Jul-2016	5,288,897	19-Sep-2017	19-Sep-2027
United States	LIDOCARE Box, Back & Shoulder PTO Records: FROM THE MARKERS OF BLUE-EMU LIDOCARE #LIDOCARINE PAIN RELIEF PATCH BACK SHOULDER PATENT PENDING PRESSURE ADHESIVE PATCH PATCH SIZE 2.5" X 6" MADE IN THE USA ULTRA-FLEXIBLE ODOOR-FREE FOR THE TEMPORARY RELIEF OF PAIN 3 PATCHES 3 PATCHES PER POUCH		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Medicated patches containing lidocaine for use in delivering pharmaceutical preparations for the treatment of pain.	87-817,720	27-Jul-2016	5,288,897	19-Sep-2017	19-Sep-2027
United States	MED-CBD		Allowed	Oregory Pharmaceutical Holdings, Inc	03 Int.	Non-medicated body care and toiletry products, namely, body wash, body lotion, hair shampoo, hair conditioner, cosmetic hand cream, non-medicated herbal body care salve, skin moisturizer, non-irritating skin lotions; all of the foregoing containing hemp oil and CBD, all of the foregoing solely derived from hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.1 percent on a dry weight basis	88-246,872	01-Jun-2019			
United States	PAIN RELIEF MICRO-FOAM		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Pharmaceutical preparations, namely, foam for the relief of pain; topical analgesic foam for relieving pain	90-678,230	28-Apr-2021	6,799,279	19-Jul-2021	19-Jul-2032
United States	SO ACCURATE WE CALL IT THE ERROR PROOF TEST		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	In vitro pregnancy tests for home use	88-653,001	24-Jul-2012	4,415,823	08-Dec-2013	08-Dec-2023
United States	SOFT ON SKIN, STRONG ON PAIN		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Pharmaceutical preparations, namely, foam for the relief of pain; topical analgesic foam for relieving pain	90-678,232	28-Apr-2021	6,795,904	07-Jun-2021	07-Jun-2032
United States	STAY LEGENDARY		Registered	Oregory Pharmaceutical Holdings, Inc	03 Int.	Topical ointment containing emu oil for use in relieving joint or muscle pain	88-840,225	103-Mar-2020	6,609,069	04-Jun-2022	04-Jun-2032
United States	SYNTHETIC BLUE-EMU OIL		Pending	Oregory Pharmaceutical Holdings, Inc	03 Int.	Topical ointment containing emu oil for use in relieving joint or muscle pain	97-466,939	20-Jun-22			
United States	TWORKIN FEET		Pending	Oregory Pharmaceutical Holdings, Inc	03 Int.	Medicated cream containing emu oil and lidocaine to alleviate pain and soothe discomfort	97-213,294	11-Jun-2022			

TRADEMARK

RECORDED: 08/07/2023

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