

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837312

<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>
Embecta Corp.		08/01/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CONTRACTPOD TECHNOLOGIES LTD.		
<b>Street Address:</b>	4 Kingdom Street, 5th Floor		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W26BDY		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5417035	LEAH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6468780801		
<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>	6468780820		
<b>Email:</b>	tm-uspto@pearlcohen.com		
<b>Correspondent Name:</b>	Todd Braverman, Esq.		
<b>Address Line 1:</b>	Times Square Tower, 7 Times Square		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	T-630685-US-INT LEAH		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Todd Braverman, Esq.		
<b>Address Line 1:</b>	Times Square Tower, 7 Times Square		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Todd Braverman, Esq.		
<b>SIGNATURE:</b>	/tjbraverman/		

CH \$40.00 5417035

**DATE SIGNED:**

09/06/2023

**Total Attachments: 7**

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**THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT** ("Agreement") is made and entered into as of **August 1, 2023** ("Effective Date"), by and between **EMBECTA CORP.**, a Delaware Corporation, having offices located at 300 Kimball Drive, Suite 300, Parsippany, NJ 07054 ("Assignor"); and **CONTRACTPOD TECHNOLOGIES LTD.**, a United Kingdom Limited Company, with a business address located at 4 Kingdom Street, 5<sup>th</sup> Floor, London, United Kingdom W26BDY ("Assignee"). Assignor and Assignee may be individually referred to herein as "Party" or collectively as "Parties."

**WHEREAS**, Assignor is the owner of the trademarks, trademark registrations, trademark applications, unregistered trademarks, common law trademarks, trade names, trade dress, and/or related intellectual property identified and set forth on Schedule "A" attached hereto (collectively, the "Trademarks"); and

**WHEREAS**, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks, any applications or registrations therefor, unregistered trademarks, common law trademarks, trade names, trade dress, and/or related intellectual property, together with the goodwill of the business in connection with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to recover damages and profits for past infringements thereof.

**NOW, THEREFORE**, in consideration of the premises above, the mutual promises provided herein, and for other good and valuable consideration hereby acknowledged by the Parties, the Parties agree as follows:

1. Simultaneously with the execution of this Agreement by both Parties, Assignor agrees to use commercially reasonable efforts to cause its lenders to execute and deliver as required all papers, instruments, assignments, releases of any and all security interests, liens, claim, and/or encumbrances, including, but not limited to, the security interests, liens, claims, and/or encumbrances as set forth on Schedule "B" attached hereto ("Security Interests"); and to perform any other reasonable acts Assignor may require in order to vest all right, title, and interest in and to the Trademarks in Assignor at Assignor's sole cost and expense, except to the extent set forth in Section 5 or otherwise herein.

2. Except as to the Trademarks listed on the attached Schedule A and the Security Interests listed on the attached Schedule B, to the knowledge of Assignor, Assignor represents and warrants that neither Assignor nor any parent, subsidiary, sister company, predecessor-in-interest, successor-in-interest, related company, entity, licensee, distribution, seller, reseller, and/or governmental entity, has any right, title interest in the Trademarks, and/or holds any security interest, lien, claim, and/or encumbrance in the Trademarks.

3. Upon Assignor providing documentation of recordation of the full releases of any and all Security Interests against the Trademarks, and execution of the Agreement by both Parties, Assignor does hereby assign, sell, transfer, and convey unto Assignee all right, title, and

interest in and to the Trademarks, including, but not limited to, the use of the Trademarks in any manner; and Assignor does hereby further assign, sell, transfer, and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to and/or arising out of the Trademarks, along with the right to recover damages and profits for past infringements thereof.

4. Within Five (5) Business Days of execution of this Agreement by both Parties, Assignee shall release the one-time payment of Six Thousand (\$6,000.00) Dollars to Assignor for assigning all right, title, and interest in the Trademarks and associated goodwill to Assignee ("Purchase Price") pursuant to Assignor's wire instructions.

5. Excluding the recordation of the release of any security interest, lien, and/or encumbrance in the Trademarks and/or any other costs, charges, disbursements required by Assignor and/or due to Assignor's actions or lack of actions to clear all right, title, and interest in the Trademarks to Assignor, upon execution of this Agreement by both Parties and payment of the Purchase Price, Assignee shall be solely responsible for all costs and disbursements, and performing any other reasonable acts Assignee may require in order to vest all right, title, and interest in and to the Trademarks in Assignee, at Assignee's sole cost and expense.

6. Upon execution of this Agreement by both Parties and release of the Purchase Price, Assignor agrees to cease all use of the Trademarks, including, but not limited to the following: all uses in U.S. and foreign commerce of any trademarks, service marks, corporate designations, trade names, virtual or metaverse accounts, websites, domain names, designs, podcasts, videocasts, blogs, social media sites, including, but not limited to, Facebook, Instagram, LinkedIn, Pinterest, YouTube Channels, TikTok, Xitter, and Snapchat ("Source Indicating Uses"); and agrees not to adopt, use, and/or attempt registration of any other combination, variation, and/or iteration of the Trademarks throughout the world.

7. Each Party represents and warrants to the other Party that:

- a. it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- b. that the Party has the full right, capacity, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- c. the performance of this Agreement will not conflict with any of the party's existing obligations under any other agreement, including, but not limited to any security interest, lien, or debt;

- d. it has not granted any licenses to use its mark currently in effect that conflict with the provisions of this Agreement;
- e. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- f. when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party enforceable against such party in accordance with its terms.

8. The Parties acknowledge that they are acting on behalf of, and that this Agreement shall bind and benefit, the Parties and their respective successors, assigns, parents, subsidiaries, affiliates and licensees and all others acting by, through, or with them, or under their direction or in privity with them.

9. The Parties have entered into this Agreement as independent contractors only, and nothing contained in this Agreement places or shall be construed to place the Parties in the relationship of legal representation, employer-employee, partners, joint venturers, or agency, and neither Party will have the power or authority to obligate or bind the other Party in any manner.

10. If any terms of this Agreement are held to be unlawful by a court of competent jurisdiction, such a finding shall in no way affect the remaining obligations of the Parties other than the term(s) found to be unlawful.

11. The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver or deprive or limit that party of the right thereafter to insist upon strict adherence to that term in the particular instance or that term or any other term of this Agreement in any instance. Any waiver must be in writing.

12. Each Party hereto acknowledges that a material breach or threatened material breach by such Party of its obligations under this Agreement would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a material breach or a threatened material breach by such Party of any such obligations, the other Party hereto shall, in addition to any and all other rights and remedies that may be available to it in respect of such material breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post a bond or other such undertaking).

13. The Parties agree not to disclose the terms or conditions of this Agreement to any third party without the prior written consent of the other party. The Party's obligation is subject to the following exceptions: (a) disclosure is permissible if required by government

reporting requirements, legal obligations to disclose, or court order, provided the Party required to disclose first gives the other Party prior ten (10) business days written notice to enable it to seek a protective order; (b) each Party may disclose the terms and conditions of this Agreement to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, insurers, insurance agents, licensees, tenants, and financial advisors, provided the Party making the disclosure shall first advise any such professional of the existence of this covenant of confidentiality; (c) disclosure of the existence of the Agreement is permissible if it is needed in any enforcement action as reasonably determined by the Party involved in the action; and (d) if asked, either Party may state that the dispute has been settled.

14. All notices to be given hereunder by either party to the other shall be in writing and shall be affected either by personal delivery, by overnight courier or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change such address by written notice in accordance with this paragraph. All notices will be deemed communicated as of actual receipt.

15. This Agreement may be executed in any number of counterparts with the same effect as if the signatures were upon the same instrument. The receipt and exchange of such counterparts by fax or portable document format (.pdf) will be considered sufficient for the purposes of execution hereunder, and such counterparts taken together shall constitute one Agreement. Execution of a faxed or .pdf copy will have the same force and effect as execution of an original, and a .pdf or faxed signature will be deemed an original and valid signature. Each individual executing this Agreement on behalf of any party represents and warrants that he or she has the right, power, and authority to execute this Agreement on behalf of; and to bind, such party.

16. The restrictions and obligations of this Agreement shall be construed in accordance with and shall be governed by the laws of the State of New York without recourse or regard to New York conflicts of laws principles. Any dispute arising out of or related to this Agreement shall be brought only in the appropriate state or federal court located in New York, New York.

17. This Agreement shall be worldwide in scope and shall remain in force and effect as long as both parties, or their successors or assigns are using, or have a bona fide intent to use and/or resume commercial use, their respective marks.

18. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all other prior communications or understandings pertaining thereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the Effective Date as set forth above.

ASSIGNOR: EMBECTA CORP.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE: CONTRACTPOD TECHNOLOGIES LTD.

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

Name: Gerald (Jerry) Levine

Title: Chief Evangelist & General Counsel

**Schedule "A"**  
**(Schedule of Trademarks)**

Country	Trademark	Status	Full Goods/Services
U.S.	LEAH SN: 87549771 RN: 5417035 IR: 1390487	Filed: July 31, 2017 Registered: March 6, 2018	(Int'l Class: 09) Downloadable software in the nature of a mobile application for controlling and managing patient medical information; Downloadable software in the nature of a mobile application for the collection, editing, organizing, modifying, transmission, storage and sharing of patient care instruction and medical information; and (Int'l Class: 42) Providing temporary use of non-downloadable cloud-based software for controlling and managing patient medical information; providing temporary use of non-downloadable cloud-based software for the collection, editing, organizing, modifying, transmission, storage and sharing of patient care instruction and medical information.
International Registration	LEAH IR: 1390487	International Registered Last Status Received: Registered, July 24, 2018 Registered: August 14, 2017 Expiration Date: August 14, 2027  Requests for Extension of Protection: European Union and China (Class 9 only)	(Int'l Class: 09) Downloadable software in the nature of a mobile application for controlling and managing patient medical information; Downloadable software in the nature of a mobile application for the collection, editing, organizing, modifying, transmission, storage and sharing of patient care instruction and medical information; and (Int'l Class: 41) Provision of non-downloadable cloud-based software for controlling and managing patient medical information; provision of non-downloadable cloud-based software for the collection, editing, organizing, modifying, transmission, storage and sharing of patient care instruction and medical information.
United Kingdom	LEAH AN: UK00801390487	United Kingdom Registered Last Status Received: Registered, July 24, 2018 Filed: August 14, 2017 Registered: July 24, 2018 Expiration Date: August 14, 2027	(Int'l Class: 09) Downloadable software in the nature of a mobile application for controlling and managing patient medical information; downloadable software in the nature of a mobile application for the collection, editing, organizing, modifying, transmission, storage and sharing of patient care instruction and medical information. (Int'l Class: 41) Providing temporary use of non-downloadable cloud-based software for controlling and managing patient medical information; providing temporary use of non-downloadable cloud-based software for the collection, editing, organizing, modifying, transmission, storage and sharing of patient care instruction and medical information.



**Schedule "B"**  
**(Schedule of Security Interests)**

Assignment: 2

Reel/Frame: 0001/0228

Recorded: 03/10/2023

Page: 31

Conveyance: FIRST LIEN TRADEMARK SECURITY AGREEMENT (SENIOR SECURED NOTES)

Assignor: EBRECTA.COM

Exec Dt: 03/09/2023

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: BANK

Citizenship: UNITED STATES

Assignee: U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, AS COLLATERAL AGENT  
 333 THORNHALL STREET  
 EDISON, NEW JERSEY 08837

Correspondent: CT CORPORATION  
 4400 EASTON COMMONS WAY  
 SUITE 128  
 COLUMBUS, OH 43220

Assignment: 3

Reel/Frame: 0001/0228

Recorded: 03/14/2023

Page: 32

Conveyance: FIRST LIEN TRADEMARK SECURITY AGREEMENT (SENIOR SECURED NOTES)

Assignor: EBRECTA.COM

Exec Dt: 03/09/2023

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: BANK

Citizenship: UNITED STATES

Assignee: U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, AS COLLATERAL AGENT  
 333 THORNHALL STREET  
 EDISON, NEW JERSEY 08837

Correspondent: CT CORPORATION  
 4400 EASTON COMMONS WAY  
 SUITE 128  
 COLUMBUS, OH 43220

Assignment: 4

Reel/Frame: 0024/0228

Recorded: 03/10/2023

Page: 33

Conveyance: FIRST LIEN TERM TRADEMARK SECURITY AGREEMENT

Assignor: EBRECTA.COM

Exec Dt: 03/08/2023

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: BANK

Citizenship: UNITED STATES

Assignee: HUBBARD STANLEY SENIOR FINANCING, INC., AS COLLATERAL AGENT  
 1308 THAMES ST, 4TH FLOOR  
 BALTIMORE, MARYLAND 21201

Correspondent: CT CORPORATION  
 4400 EASTON COMMONS WAY  
 SUITE 128  
 COLUMBUS, OH 43220