

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841653

<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>
InspiRx Inc.		06/30/2023	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flexicare (Group) Limited		
<b>Street Address:</b>	Cynon Valley Business Park		
<b>City:</b>	Mountain Ash		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	CF45 4ER		
<b>Entity Type:</b>	Limited Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4511074	INSPIRACHAMBER	
<b>Registration Number:</b>	4242486	SOOTHERMASK	
<b>Serial Number:</b>	85456571	INSPIRALERT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125548015		
<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>	312-554-7973		
<b>Email:</b>	kjl@pattishall.com		
<b>Correspondent Name:</b>	Thad Chaloeintiarana c/o Pattishall et al		
<b>Address Line 1:</b>	200 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5896		
<b>ATTORNEY DOCKET NUMBER:</b>	00825-015-2		
<b>NAME OF SUBMITTER:</b>	Thad Chaloeintiarana		
<b>SIGNATURE:</b>	/Thad Chaloeintiarana/		
<b>DATE SIGNED:</b>	09/25/2023		
<b>Total Attachments: 5</b>			
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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of 30<sup>th</sup> June, 2023, is made by InspiRx Inc., ("**Seller**"), a company incorporated in the State of New Jersey, and having an address at 201 West Main Street Ste 100 PMB 112, Durham North Carolina 27702, United States of America, in favor of Flexicare (Group) Limited ("**Buyer**"), a company incorporated and registered in England and Wales, located at Cynon Valley Business Park, Mountain Ash, United Kingdom, CF45 4ER, the purchaser of certain assets of Seller pursuant to an asset purchase agreement between Buyer and Seller, dated on or around the date of this IP Assignment (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset 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 IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Seller agrees as follows:

I. 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 IP**");

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations, and renewals thereof (the "**Patents**");

(b) registered designs, unregistered design rights, models, database rights, topography rights (wheresoever held or available) set forth on Schedule 3 hereto;

(c) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(d) 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;

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 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 to record and register this IP Assignment 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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 IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

InspiriRx Inc.,

By: *Michael T. Amato*

Name: Michael T. Amato

Title: President & CEO

Address for Notices:

ACKNOWLEDGMENT

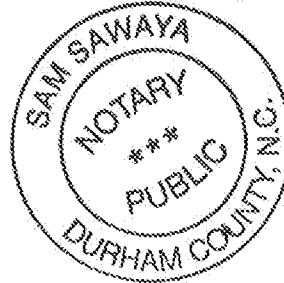
STATE OF [STATE] North Carolina )  
 )SS.  
COUNTY OF [COUNTY] DURHAM )

On the 05<sup>th</sup> day of July, 2023, before me personally appeared Michael T. Amato, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President and CEO of InspiriRx Inc., the company described first above, and acknowledged the instrument to be the free act and deed of InspiriRx Inc., for the uses and purposes mentioned in the instrument.

*Sam Sawaya*

Notary Public  
Printed Name: SAM SAWAYA

My Commission Expires: [DATE]  
07/29/2024



**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

Soothemask/InspiraMask Patents

Patent/Publ. No.	WO 2012/173992 A1	Issue/Publ date:	2012-12-20
Title:	Mask for administration of inhaled medication		
Application No.	PCT/US2012/042055	Application Date	2012-06-12
Priority No.	US 61/498,384	Priority Date	2011-06-17
Inventor(s)	AMIRAV ISRAEL [IL]; HALAMISH ASAF [IL]; NEWHOUSE MICHAEL [CA]; HOSSAIN K MOSADDEQ [US]; VASANDANI PARESH [US]; SHUKLA VIJAY [US]		
Applicant:	NOSTRUM TECHNOLOGIES, LLC		
Comments	National phase entries filed in AU, BR, CA, EP, MX, and US		

Patent or Publication No.	Issue Date	Application No.
CA2853506 C	2019-09-24	
CA3051326 C	2022-01-11	
AU2012271836 C1	2017-08-17	
EP2720743 B1	2021-11-24	
US10675420 B2	2020-06-09	16518652
US10729859 B1	2020-08-04	16863684
US11129947 B2	2021-09-28	16423728
BR112013032370	None	
MX2013015004	none	

**VALVED HOLDING CHAMBER WITH EXHALATION FILTER**

Patent/Publ. No.	WO 2021/207064 A1	Issue/Publ date:	2021-10-14
Title:	VALVED HOLDING CHAMBER WITH EXHALATION FILTER		
Application No.	PCT/US21/25751	Application Date	2021-04-05
Priority No.	63006055	Priority Date	2020-04-03
Priority No.	63060927	Priority Date	2020-08-04
Inventor(s)	M. Newhouse, A. Hande, R. Toddywala		
Applicant:	InspiRx, Inc.		
	Including national phase entry filed in US		

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Country	Application	Registration
INSPIRACHAMBER	US	85270686 filed 2011-03-18	4511074 issued 2014-04-08
INSPIRACHAMBER	CA	1670319 filed 2014-03-28	TMA972814 issued 2017-06-17
SOOTHERMASK	US	85111289 filed 2010-08-19	4242486 issued 2012-11-13
SOOTHERMASK	CA	1670318 filed 2014-03-28	TMA969582 issued 2017-05-01
INSPIRALERT	US	85456571 filed 2011-10-26	
INSPIRALERT	CA	1670322 filed 2014-03-28	TMA1096255 issued 2021-03-18