

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InspiRx Inc.		09/28/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Flexicare (Group) Limited		
Street Address:	Cynon Valley Business Park		
City:	Mountain Ash		
State/Country:	UNITED KINGDOM		
Postal Code:	CF45 4ER		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4393249	INSPIRAMASK	
CORRESPONDENCE DATA			
Fax Number:	8669133501		
<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:	8669133499		
Email:	andrew@freship.com		
Correspondent Name:	Andrew Berks		
Address Line 1:	11710 Plaza America Drive Suite 2000		
Address Line 4:	Reston, VIRGINIA 20190		
DOMESTIC REPRESENTATIVE			
Name:	Andrew Berks		
Address Line 1:	11710 Plaza America Drive Suite 2000		
Address Line 4:	Reston, VIRGINIA 20190		
NAME OF SUBMITTER:	Andrew Berks		
SIGNATURE:	/Andrew Berks/		
DATE SIGNED:	10/10/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

WHEREAS, **InspiRx Inc.**, a corporation organized and existing under the laws of **NEW JERSEY**, and having offices at **1370 HAMILTON STREET, SOMERSET, NEW JERSEY, UNITED STATES, 08873** (the "**Assignor**") is the owner of all right, title and interest in and to the trademarks and the corresponding applications for trademark registration set forth below (collectively, the "**Trademarks**"), together with the goodwill of the business connected with and symbolized by the TRADEMARKS:

Mark	Registration number	Country	For
INSPIRAMASK	4393249	U.S.A.	Class 10

and WHEREAS, **Flexicare (Group) Limited**, a private limited company organized and existing under the laws of **the UK**, and having offices at **Cynon Valley Business Park, Mountain Ash, UK, CF45 4ER** (the "**Assignee**"), is desirous of acquiring the entire right, title, interest in and to the TRADEMARK, together with the goodwill of the business connected with and symbolized by the TRADEMARK;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, ASSIGNOR transfers to ASSIGNEE, its successors and assigns, the entire right, title, interest in and to the TRADEMARK, together with the goodwill of the business connected with and symbolized by the TRADEMARKS; and

ASSIGNOR authorizes the Commissioner of Trademarks of the United States or any of the states in which the TRADEMARK were or will be filed or registered, or foreign equivalent thereof, and other empowered officials, to record the transfer of the registration of the TRADEMARK to the ASSIGNEE, as assignee of ASSIGNOR's entire right, title and interest therein; and

ASSIGNOR authorizes the ASSIGNEE, its successors and assigns, or anyone it may properly designate, to apply for TRADEMARKS or similar legal protection, in its own name if desired, in any and all foreign countries; and

ASSIGNOR represents to the ASSIGNEE, its successors and assigns, that they have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. ASSIGNOR, its executors or administrators, will at any time upon request, without additional consideration, but at the expense of the ASSIGNEE, its successors and assigns, executes such additional writings and do such additional acts as the ASSIGNEE, its successors and assigns, may deem desirable to perfect its enjoyment of the TRADEMARK, and render all assistance in making application for and obtaining, maintaining, and enforcing the TRADEMARKS or similar legal protection in any and all countries ; and

ASSIGNOR authorizes and requests that any Official of Office of any country or countries, whose duty is to issue registrations or other evidence or forms of trademark

Worldwide Rights


protection on TRADEMARKS as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

ASSIGNOR covenants and agrees that he has full right to convey the entire interest herein assigned, and has not executed, and will not execute, any agreement in conflict herewith; and

ASSIGNOR further covenants and agrees that he will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting the TRADEMARKS, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the TRADEMARKS in all countries.

ASSIGNEE hereby accepts the assignment.

Assignor(s) Date:
Michael T. Amato Aug. 24, 2023
by Andrew Berks as agent under
Power of Attorney _____
Name: Michael T. Amato
Title: President

Assignee(s) Date:
 28th September 2023
Name: Khashayar Poormand
Title: Director

TRADEMARK ASSIGNMENT

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ASSIGNOR authorizes the Commissioner of Trademarks of the United States or any of the states in which the TRADEMARK were or will be filed or registered, or foreign equivalent thereof, and other empowered officials, to record the transfer of the registration of the TRADEMARK to the ASSIGNEE, as assignee of ASSIGNOR's entire right, title and interest therein; and

ASSIGNOR authorizes the ASSIGNEE, its successors and assigns, or anyone it may properly designate, to apply for TRADEMARKS or similar legal protection, in its own name if desired, in any and all foreign countries; and

ASSIGNOR represents to the ASSIGNEE, its successors and assigns, that they have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. ASSIGNOR, its executors or administrators, will at any time upon request, without additional consideration, but at the expense of the ASSIGNEE, its successors and assigns, executes such additional writings and do such additional acts as the ASSIGNEE, its successors and assigns, may deem desirable to perfect its enjoyment of the TRADEMARK, and render all assistance in making application for and obtaining, maintaining, and enforcing the TRADEMARKS or similar legal protection in any and all countries ; and

ASSIGNOR authorizes and requests that any Official of Office of any country or countries, whose duty is to issue registrations or other evidence or forms of trademark

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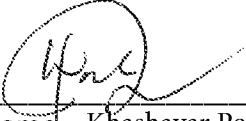
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ASSIGNOR covenants and agrees that he has full right to convey the entire interest herein assigned, and has not executed, and will not execute, any agreement in conflict herewith; and

ASSIGNOR further covenants and agrees that he will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting the TRADEMARKS, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the TRADEMARKS in all countries.

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by Andrew Berks as agent under
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