

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amit Govil		10/11/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Advanced Biologics, LLC		
Street Address:	1905 Aston Avenue		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5019434	BIOLOGICA	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	TMADMIN@GOODWINLAW.COM		
Correspondent Name:	Goodwin Procter LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	10/13/2023		
Total Attachments: 4			
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OP \$40.00 5019434

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of the date of last signature below (the "Effective Date") by and between Amit Govil, an individual ("Assignor") and Advanced Biologics, LLC, a California limited liability company ("Assignee"). Each of Assignor and Assignee may be referred to in this Assignment individually as a "Party" and, collectively, as the "Parties".

RECITALS

A. Assignor owns certain intellectual property rights, which may include certain trademarks, service marks, logos, trade dress, or other source-identifying designations or devices, together with the goodwill associated therewith, and service marks, trade secrets, and proprietary rights and materials, and applications therefor.

B. Pursuant to this Assignment, Assignor agrees to assign, transfer, and convey to Assignee, and Assignee agrees to acquire, all of Assignor's rights and interests in the Assigned IP (as defined herein).

NOW, THEREFORE, for the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions.
 - a. "Assigned IP" means the Trademarks and other intellectual property further described in Schedule A.
 - b. Trademarks" means U.S. or foreign trademarks, service marks, trade dress, symbols, words, logos, slogans, or other proprietary indicia of goods or services of Assignor, whether or not registered with a governmental authority, together with all goodwill associated therewith, and all applications, registrations, and common law uses therefor.

2. Assignment. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, its successors and permitted assigns forever and exclusively throughout the world, all of Assignor's right, title and interest, in and to the Assigned IP, together with the goodwill symbolized thereby, and together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement of the Assigned IP, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been entered into.

3. Further Assurances. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other actions as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment including, to the extent requested by Assignee, the filing of this Assignment

with any governmental entity to effectuate, record, and otherwise perfect the assignment and transfer of the Assigned IP.

4. Governing Law; Venue; Notice. This Assignment shall be governed by, construed and interpreted in accordance with the laws of the state of Delaware without reference to its conflict of law principles.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Assignment or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

6. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be effective as of the Effective Date.

ASSIGNOR:

AMIT GOVIL, an individual

By: DocuSigned by:
Amit Govil
B2B204F77460495..._____

Date: 10/11/2023

ASSIGNEE:

ADVANCED BIOLOGICS, LLC, a California limited liability company

By: DocuSigned by:
Amit Govil
B2B204F77460495..._____

Name: Amit Govil

Title: President

Date: 10/11/2023

Schedule A

Assigned IP

Registered Trademark:

Jurisdiction	Owner (Applicant)	Mark	Application Number	Filing Date	Reg. No.	Status
United States (Federal)	Amit Govil, 1905 Aston Ave, Carlsbad, California 92008	BIOLOGICA	86604817	April 21, 2015	5019434	Registered