

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM862256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One Zero Pty Limited		12/15/2023	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	BSPSPA Pty Ltd		
Street Address:	574 Plummer Street		
Internal Address:	Building 2, Suite 69, Level 3		
City:	Port Melbourne		
State/Country:	AUSTRALIA		
Postal Code:	VIC 3207		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4704218	PAIN 3 PAIN RELIEF THERAPY	
Registration Number:	5757892	PAIN 3 KNOW PAIN KNOW GAIN	
Registration Number:	5757893	PAIN 3 PAIN RELIEF THERAPY KNOW PAIN KNO	
Registration Number:	5908710	PA AUSTRALIA	
Registration Number:	5908711	PA	
Registration Number:	5908712	PA	
Registration Number:	5908713	PAIN AWAY AUSTRALIA	
Registration Number:	6547906	PAINAWAY AUSTRALIA	
Registration Number:	6547907	PA AUSTRALIA	
Registration Number:	6547908	PAIN AWAY AUSTRALIA	
Registration Number:	6555389	PA POWERED BY PAINAWAY AUSTRALIA	
CORRESPONDENCE DATA			
Fax Number:	5039723873		
<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:	503-221-1440		
Email:	trademark@tonkon.com		
Correspondent Name:	Tonkon Torp LLP		

OP \$290.00 4704218

Address Line 1: 888 SW Fifth Ave., Suite 1600
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: Wellnex Life Limited

DOMESTIC REPRESENTATIVE

Name: Tonkon Torp LLP
Address Line 1: 888 SW Fifth Ave.
Address Line 2: Suite 1600
Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER: Christopher Erickson

SIGNATURE: /Christopher Erickson/

DATE SIGNED: 12/19/2023

Total Attachments: 32

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Dated 15 December 2023

Deed of assignment of Intellectual Property

365 Health Australia Pty Limited ACN 151 146 977

and

Ziptime Pty Limited ACN 151 147 161

and

One Zero Pty Limited ACN 128 389 524

and

BSPSPA Pty Ltd ACN 670 837 028

Table of contents

1.	Definitions and interpretation	1
1.1	Definitions.....	1
1.2	Interpretation	2
2.	Assignment	3
2.1	Assignment of Intellectual Property Rights	3
2.2	Delivery	3
2.3	Business Intellectual Property Rights	4
2.4	Moral Rights consent	4
3.	Further assistance	4
3.1	Assignors to assist Assignee.....	4
3.2	Appointment of attorney.....	4
3.3	No contest or challenge by Assignors.....	5
4.	Warranties	5
4.1	General warranties	5
4.2	Assignors' warranties	5
5.	Dispute Resolution	6
5.1	Method of Resolution	6
5.2	Interlocutory Relief.....	6
6.	General	6
6.1	Costs.....	6
6.2	Waivers	6
6.3	Governing law and jurisdiction	7
6.4	Entire agreement	7
6.5	Survival.....	7
6.6	Counterparts.....	7
	Schedule 1 – Assigned IP	1
	Execution page	1

This **Deed of assignment of intellectual property** is dated

2023

Parties:

Assignor

365 Health Australia Pty Limited ACN 151 146 977 of Level 12, 60 Castlereagh Street, Sydney NSW 2000
(**365 Health**)

and

Ziptime Pty Limited ACN 151 147 161 of Level 12, 60 Castlereagh Street, Sydney NSW 2000 (**Ziptime**)

and

One Zero Pty Limited ACN 128 389 524 of Level 12, 60 Castlereagh Street, Sydney NSW 2000 (**One Zero**)

(each an **Assignor** and collectively the **Assignors**)

Assignee

BSPSPA Pty Ltd ACN 670 837 028 of Building 2, Suite 69, Level 3, 574 Plummer Street, Port Melbourne
VIC 3207 (**Assignee**)

Introduction:

- A** The Assignors are the legal and beneficial owners of all the Intellectual Property Rights in the Assigned IP.
- B** Under a business sale agreement entered into on or around 4 October 2023, the Assignors have agreed to assign the Assigned IP to the Assignee.
- C** The Assignors and Assignee have agreed to enter into this deed to effect the assignment of all rights, title and interest in the Assigned IP.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

Affiliate has the meaning given to it in the Business Sale Agreement;

Assigned IP means the Intellectual Property Rights in the business names, trade marks and domain names set out in **Schedule 1**;

Business means the business involving the supply and sale of pain relief therapy products for humans and dogs, including topical analgesics, tablets, bath salts and heat patches conducted by the Seller, as at the date of the Business Sale Agreement, including the business operated under

the "Pain Away" brand, but excluding the Athelite business (as defined in clause 1.1 of the Business Sale Agreement);

Business Day has the meaning given to it in the Business Sale Agreement;

Business Sale Agreement means the Business Sale Agreement between the parties and others dated on or around 4 October 2023, in relation to the sale of assets and the Business by the Assignors (and others) to the Assignee;

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether in law, in equity, under statute or otherwise;

Completion has the meaning given to it in the Business Sale Agreement;

Copyright Act means the *Copyright Act 1968* (Cth);

Excluded Assets has the meaning given to it in the Business Sale Agreement;

Intellectual Property Rights means all intellectual property and proprietary rights whether registered or unregistered including without limitation, business names, trade names, trade or service marks, any right to have information (including confidential information and ingredient lists) kept confidential, patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, data bases, know how (in respect of a business and including its customer and supplier information), logos, designs, design rights, copyright and similar industrial or intellectual property rights, and websites, landline and mobiles numbers, other digital property and social media accounts; and

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as conferred on an author of a copyright work under the Copyright Act, and any similar rights that exist or may come into existence under foreign legislation.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this agreement or that other document and any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to the **introduction**, a **clause** or **schedule** is a reference to the introduction, a clause or a schedule to or of this deed;
- (d) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (e) the **introduction** and **schedule** form part of this deed;
- (f) the **introduction** accurately sets out the circumstances in which the parties have entered into this deed;

- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a **right** or **obligation** of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of two (2) or more persons binds them jointly and severally and an obligation or warranty in favour of two (2) or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;
- (p) a reference to a thing includes each part of that thing; and

neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Assignment

2.1 Assignment of Intellectual Property Rights

The Assignors hereby assign to the Assignee, including by way of present assignment of future rights:

- (a) all of their right, title and interest in and to the Assigned IP, including any associated goodwill; and
- (b) all rights, claims, demands, causes of action, rights of action past, present and future, if any, that they have arising out of or in relation to any of the Assigned IP,

free of security interests, encumbrances, or other rights or interests, with effect from Completion.

2.2 Delivery

On Completion, the Assignors must each:

- (a) deliver or transfer to the Assignee any logins, passwords, access or user keys, manuals, procedures and/or materials necessary or reasonably requested by the Assignee to give effect to the assignment of the Assigned IP or otherwise the rights covered by this deed, provided that those materials are in the possession of the Assignors;
- (b) execute transfer documents or consents transferring or assigning the ownership of all of the Assigned IP in the form required by the relevant governing body (for example IP Australia, Australian Securities and Investments Commission and domain name registry); and

- (c) deliver into the possession or control of the Assignee all material forms and embodiments of the Assigned IP, whether stored in a physical, electronic form or other.

2.3 Business Intellectual Property Rights

To the extent that legal title to, or the beneficial interest in a trade mark, business name, domain name, social media account or any copyright material or confidential information which should have formed part of the Assigned IP, relates exclusively to the Business and remains vested in the Assignors or any Affiliate of the Assignors after Completion (**Missing Intellectual Property Rights**), then provided the Missing Intellectual Property Rights are not Excluded Assets, the provisions of clause 12.4(a) of the Business Sale Agreement will apply.

2.4 Moral Rights consent

To the extent that any Moral Rights subsist in any Assigned IP, the relevant Assignor(s) warrants that it has obtained the necessary consents from any individuals that have prepared or created that Assigned IP on its behalf to any act or omission by or on behalf of the relevant Assignor(s), its successors, assigns and sub-licensees which infringes or may reasonably be considered to infringe any of those Moral Rights, including:

- (a) not attributing authorship of the materials;
- (b) attributing authorship of the materials to another person; and
- (c) changing the materials or otherwise subjecting the materials to derogatory treatment as that term is defined in the Copyright Act,

including in circumstances where the relevant Assignor(s) has reproduced, published, adapted or communicated the Assigned IP (or an amended, altered, edited or modified version or form of the Assigned IP).

3. Further assistance

3.1 Assignors to assist Assignee

Where requested by the Assignee, the Assignors must promptly execute all documents and do all things reasonably necessary:

- (a) for the Assignee to obtain full ownership of all Assigned IP;
- (b) to assist the Assignee to attempt to file or prosecute in its name any application (including a renewal) relating to the Assigned IP, whether in Australia or in any other country; and
- (c) to give effect to the terms of this deed.

3.2 Appointment of attorney

- (a) Each Assignor appoints each of the directors of the Assignee jointly and severally to be its attorney (each an **attorney**) in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee full ownership of all Assigned IP.
- (b) The Assignee may in the name and on behalf of each Assignor:
 - (i) take any action that this deed requires the Assignor to take in respect of the Assigned IP;

- (ii) exercise any rights which this deed gives to the Assignor in respect of the Assigned IP; and
- (iii) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment,

provided that the Assignee only exercises such powers granted under this clause 3.2 to the extent:

- (iv) of any default by an Assignor of its obligations under this deed in respect of the Assigned IP; or
 - (v) as otherwise agreed in writing by the relevant Assignor(s).
- (c) Each Assignor:
- (i) declares that all acts and things done by the attorney (and any substitute attorney) in exercising powers granted under this clause 3.2 will be as good and valid as if they had been done by the Assignor, and agrees to ratify and confirm whatever the attorney (and any substitute attorney) lawfully does, or causes to be done, under the appointment;
 - (ii) agrees to deliver to each attorney (and any substitute attorney) on demand any power of attorney, instrument of transfer or other document as the attorney may require for the purposes of any of the transactions or appointments contemplated by this clause 3.2; and
 - (iii) agrees that each attorney (and any substitute attorney) may exercise its powers under the attorney appointment even if the attorney benefits from the exercise of that power.
- (d) The powers of attorney in this clause 3.2 are separate and independent and do not limit each other.

3.3 No contest or challenge by Assignors

The Assignors must not contest or challenge in any legal or administrative proceedings, or otherwise in Australia or elsewhere the Assignee's right, title or interest in or to any of the Assigned IP or in any way challenge or dispute the validity of any of the Assignee's Intellectual Property Rights in the Assigned IP or assist any third party to do so.

4. Warranties

4.1 General warranties

Each party warrants that:

- (a) it has authority to enter and to perform its obligations under this deed;
- (b) it has the ability to perform its obligations under this deed; and
- (c) it is authorised by all necessary government and other agencies and authorities to perform its obligations under this deed and will continue to be authorised to perform the deed.

4.2 Assignors' warranties

- (a) Each Assignor hereby represents, warrants, and undertakes to the Assignee that:

- (i) it has the power and authority to and grant the rights granted by this deed;
 - (ii) neither the execution of this deed nor the performance by the Assignor of its obligations will cause it to be in breach of any agreement to which it is a party or is subject;
 - (iii) the Assignor is not aware that the Assigned IP infringes or is likely to infringe the rights of a third party;
 - (iv) it will at the Assignee's cost, execute all documents and take all necessary steps to enable the Assignee to be recorded as the owner of the Assigned IP; and
 - (v) there are no outstanding encumbrances or other matters affecting its capacity to assign its entire rights, title and interest in the Assigned IP.
- (b) The warranties given in this clause 4.2 are given as at the date of this deed and as at the date of Completion.

5. Dispute Resolution

5.1 Method of Resolution

- (a) If a dispute arises out of or in relation to this deed, either party may give notice of the dispute to the other, which notice must request that a '**Dispute Review Meeting**' be called.
- (b) A representative of each party must attend a Dispute Review Meeting called under clause 5.1(a) and must negotiate in good faith to promptly settle the dispute.
- (c) If the parties' representatives are unable to resolve a dispute, the dispute may be referred by either party for mediation to the Australian Commercial Disputes Centre. Each party must bear its own costs in relation to the mediation and the costs of the mediator will be borne equally by the parties.
- (d) If a dispute has not been resolved through mediation under clause 5.1(c) within 20 Business Days of the date of the referral, or such longer period agreed in writing by the parties, either party may commence proceedings in a court of competent jurisdiction.

5.2 Interlocutory Relief

Nothing in this clause 5 prevents a party from seeking urgent interlocutory, declaratory or injunctive relief from a court of competent jurisdiction where, in that party's reasonable opinion, such action is necessary to protect that party's rights.

6. General

6.1 Costs

Each party must bear its own costs and expenses arising out of and in connection with the negotiation, preparation and execution of this deed.

6.2 Waivers

- (a) A waiver of any right, power, authority, discretion or remedy arising on default under this deed must be in writing and signed by the party granting the waiver.

- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy created or arising on default under this deed does not result in a waiver of that right, power, authority, discretion or remedy.

6.3 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

6.4 Entire agreement

Without limiting any provisions of the Business Sale Agreement (including any warranties provided by the Assignors in connection with the Assigned IP), this deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

6.5 Survival

The rights and obligations provided in this deed survive the cessation of any relationship between the Assignors and Assignee.

6.6 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

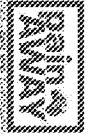

Schedule 1 – Assigned IP


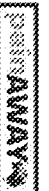


Business Names (owned by 365 Health)



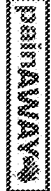






- 1 Pain Away
- 2 Pain Away Australia

One Zero Trade Marks (owned by One Zero)





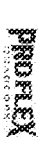
Australia


Trade Mark	Application/ Registration No.	Classes	Filing Date	Next Renewal
WE'RE ABOUT THE PAIN, THE WHOLE PAIN AND NOTHING BUT THE PAIN	1489747	5	9/05/2012	9/05/2032
IT'S ABOUT THE PAIN, THE WHOLE PAIN AND NOTHING BUT THE PAIN	1489750	5	9/05/2012	9/05/2032
	1498615	5	27/06/2012	27/06/2032
Pain Away - Pain Relief Therapy	1499890	5	3/07/2012	3/07/2032
PAIN AWAY	1529212	5	3/12/2012	3/12/2032
	1630359	3, 5	24/06/2014	24/06/2024
Pain Away Pro-SaltX	1630360	3, 5	24/06/2014	24/06/2024

Trade Mark	Application/ Registration No.	Classes	Filing Date	Next Renewal
	1677203	5, 10	26/02/2015	26/02/2025
PainAway SUBZERO PROFESSIONAL COLD COMPRESSION BANDAGE	1677204	5, 10	26/02/2015	26/02/2025
 NO PAIN NO GAIN	1677396	5	26/02/2015	26/02/2025
PAIN AWAY KNOW PAIN KNOW GAIN	1677397	5	26/02/2015	26/02/2025
	1677512	5	26/02/2015	26/02/2025
	1686368	5	9/04/2015	9/04/2025
Pain3 Pain Relief Therapy - Powered by PainAway	1686369	5	9/04/2015	9/04/2025

Trade Mark	Application/ Registration No.	Classes	Filing Date	Next Renewal
	1809926	5	17/11/2016	17/11/2026
	1810098	5	17/11/2016	17/11/2026
	1810099	5	17/11/2016	17/11/2026
	1810993	5	23/11/2016	23/11/2026
FlexVital	1825137	5	10/02/2017	10/02/2027
Flex Vital	1825138	5	10/02/2017	10/02/2027
	1825139		10/02/2017	10/02/2027
	1825140	5	10/02/2017	10/02/2027
	1861848	5	27/07/2017	27/07/2027
	1861849	5	27/07/2017	27/07/2027
Pain Away Australia	1861850	5	27/07/2017	27/07/2027
	1861851	5	27/07/2017	27/07/2027

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Trade Mark	Application/ Registration No.	Classes	Filing Date	Next Renewal
	1861852	5	27/07/2017	27/07/2027
	1861854	5	27/07/2017	27/07/2027
	1861855	5	27/07/2017	27/07/2027
	1861857	5	27/07/2017	27/07/2027
	1861858	5	27/07/2017	27/07/2027
PAINAWAY AUSTRALIA	1861859	5	27/07/2017	27/07/2027
	1861860	5	27/07/2017	27/07/2027
	1861861	5	27/07/2017	27/07/2027
PA POWERED BY PAINAWAY AUSTRALIA	1861862	5	27/07/2017	27/07/2027
	2021561	5	16/07/2019	16/07/2029
	2021587	5	16/07/2019	16/07/2029

Trade Mark	Application/ Registration No.	Classes	Filing Date	Next Renewal
PRO FLEX QUAD CORE	2021588	5	16/07/2019	16/07/2029
PROFLEX	2021589	5	16/07/2019	16/07/2029
	2182539	3, 5, 10, 44	28/05/2021	28/05/2031
PAIN AWAY	2182541	3, 5, 10, 44	28/05/2021	28/05/2031
PainAway	2182542	3, 5, 10, 44	28/05/2021	28/05/2031

Pending Australian Trade Marks


Trade Mark	Application/ Registration No.	Classes	Filing Date	Next Renewal
RUN JUMP SIT GOOD DOG	2273129	3, 5, 18, 20, 21, 24	27/05/2022	Pending - adverse examination report received

China


Trade Mark	Registration No.	Classes	Filing Date	Next Renewal
	16771685	5	22/04/2015	20/12/2026

Trade Mark	Registration No.	Classes	Filing Date	Next Renewal
派痛維	25536420	5	26/07/2017	13/08/2028
PA POWERED BY PAINAWAY	26402505	5	14/09/2017	27/09/2028
 PAINAWAY	34710859	5	16/11/2018	20/11/2030
Pain 3 - Pain Relief Therapy	16771687	5	22/04/2015	13/06/2026
	16771686	5	22/04/2015	13/06/2026
Pain 3 Pain Relief Therapy – Powered by PainAway	16771688	05	22/04/2015	13/06/2026
 PAINAWAY	22081058	05	30/11/2016	20/01/2028
 PainAWAY	22081056	5	30/11/2016	20/01/2028
 PainAWAY	22081057	5	30/11/2016	20/01/2028
 派痛維	25536414	5	26/07/2017	13/08/2028

European Union



Trade Mark	Registration No.	Classes	Filing Date	Next Renewal
Pain 3 - Pain Relief Therapy	011268976	5	16/10/2012	16/10/2032
	011269032	5	16/10/2012	16/10/2032
				


Indonesia




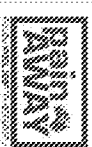
Trade Mark	Reg. No.	Application No.	Class	Filing Date	Next Renewal
Pain 3 - Pain Relief Therapy	IDM000435127	D002012035915	5	24/07/2012	24/07/2032
	IDM000435126	D002012035913	5	24/07/2012	24/07/2032
					
PAIN AWAY	IDM000276891	IDM000276891	5	17/04/2009	17/04/2029

International Protocol – Madrid



Country	Trade Mark	Registration. No.	Class	Filing Date	Next Renewal
International Protocol (Madrid)	PA	1366910	5	2/08/2017	2/08/2027
Designating:					
UK					

Country	Trade Mark	Registration. No.	Class	Filing Date	Next Renewal
NZ					
International Protocol (Madrid)	PA AUSTRALIA	1366911	5	3/08/2017	3/08/2027
Designating: UK India NZ					
International Protocol (Madrid)		1367609	5	3/08/2017	3/08/2027
Designating: UK India NZ					
International Protocol (Madrid)		1369383	5	3/08/2017	3/08/2027
Designating: UK India NZ					
International Protocol (Madrid)	PA POWERED BY PAINAWAY AUSTRALIA	1366908	5	3/08/2017	3/08/2027
Designating:					





Country	Trade Mark	Registration. No.	Class	Filing Date	Next Renewal
UK India NZ					
International Protocol (Madrid) Designating: UK India NZ		1367699	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: Japan Republic of Korea					
International Protocol (Madrid) Designating: Armenia Japan EU					
International Protocol (Madrid)	Pain 3 Pain Relief Therapy – Powered by PainAway	1255397	5	21/05/2015	21/05/2025
International Protocol (Madrid)	Pain Away - Pain Relief Therapy	1141811	5	25/10/2012	25/10/2032
International Protocol (Madrid)	Pain Away Australia	1366909	5	3/08/2017	3/08/2027





Country	Trade Mark	Registration. No.	Class	Filing Date	Next Renewal
Designating: UK India NZ		1367696	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: UK India NZ		1367610	5	2/08/2017	2/08/2027
International Protocol (Madrid) Designating: Philippines		1332750	5	28/11/2016	28/11/2026
International Protocol (Madrid) Designating:		1141862	5	25/10/2012	25/10/2032

11

Country	Trade Mark	Registration. No.	Class	Filing Date	Next Renewal
Armenia					
EU					
Croatia					
Japan					
Russian Federation					
Singapore					
International Protocol (Madrid)		1332751	5	28/11/2016	28/11/2026
Designating: Philippines					
International Protocol (Madrid)	PAINAWAY AUSTRALIA	1366912	5	3/08/2017	3/08/2027
Designating: UK India NZ					
International Protocol (Madrid)		1367612	5	3/08/2017	3/08/2027
Designating: UK India					


TRADEMARK
REEL: 008292 FRAME: 0802

Country	Trade Mark	Registration. No.	Class	Filing Date	Next Renewal
NZ					
International Protocol (Madrid) Designating: UK India NZ		1367613	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: Japan Korea, Republic of		1255396	5	21/05/2015	21/05/2025
International Protocol (Madrid) Designating: New Zealand USA China		1347511	5	6/03/2017	6/03/2027
International Protocol (Madrid) Designating: New Zealand USA		1347510	5	6/03/2017	6/03/2027



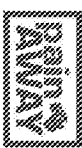

Country	Trade Mark	Registration. No.	Class	Filing Date	Next Renewal
International Protocol (Madrid) Designating: Philippines		1332749	5	28/11/2016	28/11/2026
International Protocol (Madrid) Designating: United Kingdom India New Zealand		1367698	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: United Kingdom India New Zealand		1367611	5	2/08/2017	2/08/2027
International Protocol (Madrid) Designating: United Kingdom India New Zealand		1367697	5	2/08/2017	2/08/2027
International Protocol (Madrid) Designating: Japan	PainAway	1001123A	5	23/03/2009	23/03/2029

Country	Trade Mark	Registration No.	Class	Filing Date	Next Renewal
International Protocol (Madrid): Designating: China New Zealand USA	FlexVital	1347508	5	06/03/2017	06/03/2027
International Protocol (Madrid): Designating: China New Zealand USA	Flex Vital	1347509	5	06/03/2017	06/03/2027


Japan

Trade Mark	Registration No.	Application No.	Class	Filing Date	Next Renewal
	6453442	2019-129066	5	3/10/2019	8/10/2031


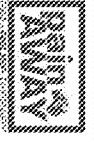
New Zealand

Trade Mark	Registration No.	Application No.	Classes	Filing Date	Next Renewal
	4016586240000	1016989	5	2/04/2015	2/04/2025
Pain 3 - Pain Relief Therapy		961305	5	28/06/2012	28/06/2032
		961312	5	28/06/2012	28/06/2032
Pain 3 Pain Relief Therapy – Powered by PainAway		1016988	5	2/04/2015	2/04/2025
		978894	5	12/06/2013	12/06/2023
		1211334	3, 5, 18, 20, 21, 24	27/05/2022	27/05/2032



Republic of Korea

Trade Mark	Registration No.	Application No.	Class	Filing Date	Next Renewal
	4016586240000	40-2019-0148492	5	27/09/2019	3/11/2030

United Kingdom

Trade Mark	Reg. No.	Class	Filing Date	Next Renewal
Pain 3 - Pain Relief Therapy	UK00911268976	5	16/10/2012	16/10/2022 Expired Renewal Possible
	UK00911269032	5	16/10/2012	16/10/2022 Expired Renewal Possible
Pain Away - Pain Relief Therapy	UK00801141811	5	25/10/2012	25/10/2022 Expired Renewal Possible
	UK00801141862	5	25/10/2012	25/10/2022 Expired Renewal Possible

United States of America

Trade Mark	Registration No.	Application No.	Class	Filing Date	Next Renewal
	5908712	87606131	5	13/09/2017	12/11/2029
PA	5908711	87606130	5	13/09/2017	12/11/2029
PA AUSTRALIA	5908710	87606123	5	13/09/2017	12/11/2029
	6547907	87606128	5	13/09/2017	2/11/2031

Trade Mark	Registration No.	Application No.	Class	Filing Date	Next Renewal
PA POWERED BY PAINAWAY AUSTRALIA	6,555,389	87606118	5	13/09/2017	9/11/2031
PAIN 3 KNOW PAIN KNOW GAIN	5757892	86551150	5	3/03/2015	21/05/2029
	4704218	85769925	5	2/11/2012	17/03/2025
	5757893	86551154	5	3/03/2015	21/05/2029
	6,547,908	87606135	5	13/09/2017	2/11/2031
PAIN AWAY AUSTRALIA	5908713	87606132	5	13/09/2017	12/11/2029
	6547906	87606122	5	13/09/2017	2/11/2031

Ziptime Trade Marks (owned by Ziptime)

Australia

Trade Mark	Registration No.	Class	Filing Date	Next Renewal
PainAway	762103	5	14/05/1998	14/05/2028
Painaway International Pty Ltd	1379326	5	23/08/2010	23/08/2030
Painaway Gold	1385526	5	27/09/2010	27/09/2030
PAIN AWAY	1493025	5	25/05/2012	25/05/2032

International Protocol (Madrid) Designating: Armenia

Trade Mark	Registration No.	Class	Filing Date	Next Renewal
PainAway	1001123	5	23/03/2009	23/03/2029

Domain Names (owned by Ziptime)

- 1 painaway.com
- 2 painaway.com.au
- 3 painaway.asia
- 4 painaway.au
- 5 painaway.co
- 6 painaway.co.nz
- 7 painaway.eu
- 8 painaway.global
- 9 painaway.kiwi
- 10 painaway.melbourne

- 11 patnaway.nz
- 12 patnaway.sydney
- 13 patnaway.net.au
- 14 patn-away.co
- 15 patn-away.com
- 16 patn-away.co.nz
- 17 patnaway.co.uk
- 18 patnaway.asia
- 19 patnaway.at
- 20 patnaway.biz
- 21 patnaway.co
- 22 patnaway.com.au
- 23 patnaway.com
- 24 patnaway.co.nz
- 25 patnaway.co.uk
- 26 patnaway.info
- 27 patnaway.mobi
- 28 patnaway.mx
- 29 patnaway.net.au
- 30 patnaway.net
- 31 patnaway.net.nz

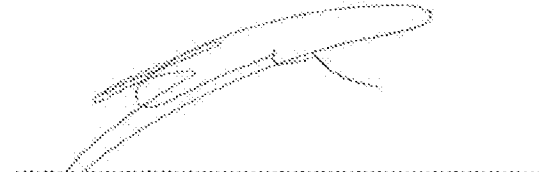
- 32 [Painaway.org](http://painaway.org)
- 33 [Painaway.org.uk](http://painaway.org.uk)
- 34 [Painaway.tel](http://painaway.tel)
- 35 [Painaway.tv](http://painaway.tv)
- 36 [Painaway.au](http://painaway.au)
- 37 [Painaway.be](http://painaway.be)
- 38 [Painaway.com.au](http://painaway.com.au)
- 39 [Pain3.co.nz](http://pain3.co.nz)
- 40 [Pain3.info](http://pain3.info)
- 41 [Pain3.it](http://pain3.it)
- 42 [Pain3.net](http://pain3.net)
- 43 [Pain3.lol](http://pain3.lol)
- 44 [Pain3.tv](http://pain3.tv)
- 45 [Pain3.us](http://pain3.us)
- 46 [Painaway.us](http://painaway.us)
- 47 [Pain3.asia](http://pain3.asia)
- 48 [Pain3.com.au](http://pain3.com.au)
- 49 [Pain3.com](http://pain3.com)
- 50 [Pain3.net.au](http://pain3.net.au)
- 51 [Pain-away.asia](http://pain-away.asia)
- 52 [Hexvital.asia](http://hexvital.asia)

- 53 flexvital.co.nz
- 54 flexvital.co.uk
- 55 flexvital.com
- 56 flexvital.com.au
- 57 flexvital.eu
- 58 flexvital.nz

Execution page

Executed as a deed.

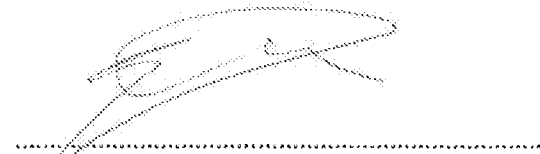
Executed by 365 Health Australia Pty Ltd
ACN 151 146 977 in accordance with
section 127 of the Corporations Act:



.....
Signature of Sole Director and Sole Secretary

ELIAS MICHAEL NASSAR
.....
Name of Sole Director and Sole Secretary

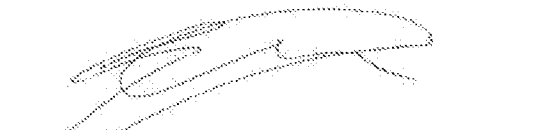
Executed by Ziptime Pty Limited ACN 151
147 161 in accordance with section 127 of the
Corporations Act:



.....
Signature of Sole Director and Sole Secretary

ELIAS MICHAEL NASSAR
.....
Name of Sole Director and Sole Secretary


Executed by One Zero Pty Limited ACN 128
389 524 in accordance with section 127 of the
Corporations Act:



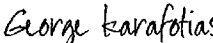
.....
Signature of Sole Director and Sole Secretary

ELIAS MICHAEL NASSAR
.....
Name of Sole Director and Sole Secretary

**Executed by BSPSPA Pty Ltd ACN 670 837
028** in accordance with section 127 of the
Corporations Act:

DocuSigned by:

E3BAB671293D415...
Signature of Director

Zack Bozinovski
.....
Name of Director

DocuSigned by:

713DA9017ZC8472...
Signature of Director/Secretary

George Karafotias
.....
Name of Director/Secretary