

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PhysIQ, Inc.		11/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Prolaio, Inc.		
Street Address:	6929 N. Hayden Road, Suite C4-441		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85250		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5271523	PHYSIQ	
Registration Number:	5301824	PHYSIQ	
Registration Number:	5301822	PHYSIQ	
Registration Number:	5301823	PHYSIQ	
Registration Number:	6075458	ACCELERATEIQ	
Serial Number:	87832246	MULTIVARIATE CHANGE INDEX	
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:	tadmin@goodwinlaw.com, sallirampersad@goodwinlaw.com		
Correspondent Name:	Goodwin Procter LLP		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	148673-340545		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad, Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	12/22/2023		

OP \$165.00 5271523

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of November 30, 2023 (the “**Execution Date**”), by and between PhysIQ, Inc., a Delaware corporation (“**Assignor**”), and Prolaio, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the “**Patent Rights**”) and the invention(s) described and/or claimed in the Patent Rights (the “**Inventions**”); and

WHEREAS, Assignor possesses certain rights in and to the trademarks set forth on Exhibit B attached hereto and incorporated herein by reference (the “**Trademarks**”);

WHEREAS, PhysIQ Lending Group, LLC, a Delaware limited liability company, and Assignee entered into that certain Asset Purchase Agreement dated October 29, 2023 (the “**Asset Purchase Agreement**”); and

WHEREAS, Assignor now wishes to assign to Assignee and Assignee is desirous of acquiring, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor’s right, title and interest in and to the Patents and Trademarks (together with the goodwill of the business symbolized thereby).

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby Agree as follows:

1. **Assignment.** Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor’s **entire right, title and interest in and throughout the world in and to:**

(a) **the Inventions, together with Assignor’s entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor’s entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee’s selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor’s entire right, title and interest therein; and**

(b) the Trademarks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Trademarks, along with the right to sue for past **infringements and collect same for Assignee's sole use and enjoyment.**

2. Authorization. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

3. Counterparts. Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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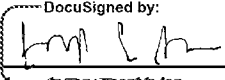
Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

Assignor:

PHYSIQ, INC.

By: PhysIQ Lending Group, LLC, as Attorney-In-Fact on behalf of PhysIQ, Inc.

By: 
Name: Michael P. Barkin
Title: Managing Member

Assignee:

Prolaio, Inc.

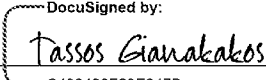
By: 
Name: Tassos Gianakakos
Title: President

EXHIBIT A
PATENT RIGHTS

<u>Application Number</u>	<u>Filing Date</u>	<u>Priority Date</u>	<u>Issue Date</u>	<u>IP Right Number</u>	<u>Country Name</u>
12/835,226	7/13/2010	4/13/2005	8/20/2013	8515680	United States
11/455,495	6/19/2006	6/17/2005	10/19/2010	7818131	United States
12/898,883	10/6/2010	6/17/2005	7/2/2013	8478542	United States
2006325153	11/29/2006	11/29/2005	3/28/2013	2006325153	Australia
002631870	11/29/2006	11/29/2005	7/6/2021	2631870	Canada
2012102720525	11/29/2006	11/29/2005	4/22/2015	102908130	China
06838556	11/29/2006	11/29/2005	10/11/2017	1954184	EPO
2008543413	11/29/2006	11/29/2005	1/15/2014	5388580	Japan
11/564,679	11/29/2006	11/29/2005	8/5/2014	8795170	United States
13/017,239	1/31/2011	11/29/2005	12/3/2013	8597185	United States
2012127443	6/4/2012	11/29/2005	2/18/2015	5669787	Japan
2014119774	6/10/2014	11/29/2005	1/13/2016	5841196	Japan
14/310,867	6/20/2014	11/29/2005	8/29/2017	9743888	United States
15/658,732	7/25/2017	11/29/2005	7/28/2020	10722179	United States
2021236462	9/21/2021	11/29/2005	6/22/2023	2021236462	Australia
2787170	1/4/2011	1/14/2010	5/8/2018	2787170	Canada
2011800137865	1/4/2011	1/14/2010	9/23/2015	102917661	China
11733194	1/4/2011	1/14/2010	3/8/2017	2523625	EPO
2012548966	1/4/2011	1/14/2010	2/16/2016	5859979	Japan
12/984,400	1/4/2011	1/14/2010	12/31/2013	8620591	United States
16/037,045	7/17/2018	1/14/2010			United States
2021203784	7/8/2021	1/14/2010	10/7/2022	2021203784	Australia
15/635,275	6/28/2017	3/15/2013			United States
16/515,572	7/18/2019	7/18/2019	3/10/2020	10586619	United States
16/775,971	1/29/2020	7/18/2019	11/1/2022	11488702	United States
20839923.8	2/1/2022	7/18/2019			EPO
202247007340	2/11/2022	7/18/2019			India
202080058123.4	7/17/2022	7/18/2019			China
17/958,563	10/3/2022	7/18/2019			United States
63/399,002	8/18/2022	8/18/2022			United States
18/234,725	8/16/2023	8/18/2022			United States
PCT/US23/30425	8/17/2023	8/18/2022			PCT
18/226,408	7/26/2023	7/26/2022			United States
PCT/US23/28665	7/26/2023	7/26/2022			PCT

EXHIBIT B
TRADEMARKS

Application Number	Registration Number	Issue Date	Country Name	Title
86305352	5,271,523(8856-3)	8/22/2017	United States	physIQ (name)
86305530	5,301,824(8856-5)	10/3/2017	United States	physIQ (name)
86305488	5,301,822(8856-4)	10/3/2017	United States	physIQ (logo)
86305514	5,301,823(8856-6)	10/3/2017	United States	physIQ (logo)
87832192	6,075,458(8856-14)	6/9/2020	United States	accelerateIQ
87832246			United States	Multivariate Change Index
20088EU	013554902(8856-9)	4/17/2015	Europe	physIQ (name)
20089EU	013554928(8856-10)	4/17/2015	Europe	physIQ (logo)
C0014219	017954770(8856-19)	2/14/2019	Europe	pinpointIQ
C0014221	017954778(8856-23)	2/14/2019	Europe	accelerateIQ
C0014220	017954773(8856-22)	2/14/2019	Europe	Multivariate Change Index
1706633	TMA986,355(8856-7)	12/6/2017	Canada	physIQ (name)
1706636	TMA986.433(8856-8)	12/7/2017	Canada	physIQ (logo)
1919717	TMA1110092	9/22/2021	Canada	pinpointIQ
1919719			Canada	Multivariate Change Index
	1,666,178(8856-11)	12/23/2014	Australia	physIQ (name)
	1,666,188(8856-12)	12/23/2014	Australia	physIQ (logo)

1955377	1955377(8856-18)	9/13/2018	Australia	pinpointIQ
1955378			Australia	Multivariate Change Index