

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seven Mile Management LLC		12/14/2023	Limited Liability Company: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Forum Health & Personal Care, LLC		
Street Address:	22 W 19th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5022154	QRXLABS	
CORRESPONDENCE DATA			
Fax Number:	2149535822		
<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:	2149535642		
Email:	cstephens@jw.com		
Correspondent Name:	Chandler Stephens		
Address Line 1:	2323 Ross Ave., Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	157545.00096		
NAME OF SUBMITTER:	Chandler Stephens		
SIGNATURE:	/Chandler Stephens/		
DATE SIGNED:	01/02/2024		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is made effective as of December 14, 2023 (the “**Assignment Date**”), by and between Seven Mile Management LLC, a New Mexico limited liability company with its principal place of business at 22 W 19th Street New York, New York, USA 10011 (“**Assignor**”), and Forum Health & Personal Care, LLC, a Delaware limited liability company with its principal place of business at 22 W 19th Street New York, New York, USA 10011 (“**Assignee**”). Together, Assignor and Assignee shall be referred to as the “**Parties**,” and each, a “**Party**.”

RECITALS

A. Assignor is the owner of, and has good and valid title to, the applied-for and registered trademarks, copyrights, patents, and domain names listed on the attached Exhibit A (the “**Intellectual Property**”).

B. Alexander Fedorowicz; Silvana Ameri; Silbonita Inc., a Wyoming corporation (“**Silbonita**”); Assignee; and Assignor entered into that certain Membership Interest Purchase Agreement, dated as of November 13, 2023 (the “**Purchase Agreement**”), pursuant to which (i) Silbonita assigned, transferred and conveyed to Assignor all worldwide right, title and interest in and to the Intellectual Property, and (ii) Assignee purchased all of the Interests (as defined in the Purchase Agreement) in Assignor, with Assignor thus becoming a wholly-owned subsidiary of Assignee;

C. Assignee now desires to obtain all right, title and interest in the Intellectual Property from Assignor according to the terms of this Assignment; and

D. Assignor desires to convey all right, title and interest in the Intellectual Property to Assignor, in accordance with the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all worldwide right, title and interest in and to the Intellectual Property, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Assignment Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case 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 made.

Section 2. Assistance. From time to time, as and when requested by Assignee and at Assignee's expense, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of such Assignor, executing and delivering to Assignee such assignments, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

Section 4. Governing Law. This Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

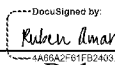
[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their duly authorized representatives, all as of the Assignment Date, at the principal places of business noted in the Preamble to this Assignment.

ASSIGNOR:

SEVEN MILE MANAGEMENT LLC

By: FORUM HEALTH & PERSONAL
CARE, LLC, its sole member and manager

By:  _____
Name: Ruben Amar
Title: Treasurer

ASSIGNEE:

FORUM HEALTH & PERSONAL CARE, LLC

By:  _____
Name: Brenton Howland
Title: President

EXHIBIT A
Intellectual Property

• **Trademarks**

TM Number	TM Registration Date	Jurisdiction
QRXLABS RN: 5022154 SN: 86866621	March 29, 2022	US
UK00003907644	July 28, 2023	United Kingdom
018869349	June 10, 2023	European Union
49627077	May 7, 2021	China
916415317	August 20, 2019	Brazil

• **Patents**

- None.

• **Copyrights**

- None.

• **Domain Name**

- getqrx.com
- qrxlabs.com
- qrxlabs.com.br
- store.qrxlabs.com