

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869163

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Primal Life Organics		12/14/2023	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Primal Life Organics II, LLC		
<b>Street Address:</b>	3033 Whipple Avenue NW		
<b>City:</b>	Canton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44718		
<b>Entity Type:</b>	Limited Liability Company: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4826687	DIRTY MOUTH	
<b>Registration Number:</b>	5288757	PRIMAL LIFE ORGANICS	
<b>Registration Number:</b>	6975382	PRIMAL LIFE	
<b>Registration Number:</b>	5864324	REAL WHITE	
<b>Registration Number:</b>	6975584	REAL WHITE	
<b>Registration Number:</b>	6168769	WASH-IT-IZER	
<b>Registration Number:</b>	7271067	YOUR MOUTH IS OUR MISSION	
<b>Registration Number:</b>	7271068	YOU SMILE WE SMILE	
<b>Serial Number:</b>	97359005	GUM DROPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9493455678		
<b>Email:</b>	dean.stathakis@ultimatedgeip.com		
<b>Correspondent Name:</b>	Dean G. Stathakis		
<b>Address Line 1:</b>	2372 Morse Avenue		
<b>Address Line 2:</b>	Suite 252		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-6234		

OP \$240.00 4826687

<b>NAME OF SUBMITTER:</b>	Dean G. Stathakis
<b>SIGNATURE:</b>	/Dean G. Stathakis/
<b>DATE SIGNED:</b>	01/18/2024
<b>Total Attachments: 8</b> source=2023-12-14-IPAssignment-PrimalLifeOrganics-II-Executed#page1.tif source=2023-12-14-IPAssignment-PrimalLifeOrganics-II-Executed#page2.tif source=2023-12-14-IPAssignment-PrimalLifeOrganics-II-Executed#page3.tif source=2023-12-14-IPAssignment-PrimalLifeOrganics-II-Executed#page4.tif source=2023-12-14-IPAssignment-PrimalLifeOrganics-II-Executed#page5.tif source=2023-12-14-IPAssignment-PrimalLifeOrganics-II-Executed#page6.tif source=2023-12-14-IPAssignment-PrimalLifeOrganics-II-Executed#page7.tif source=2023-12-14-IPAssignment-PrimalLifeOrganics-II-Executed#page8.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment Agreement**”) is made as of December 14, 2023 (the “**Effective Date**”), by and among Primal Life Organics II, LLC, a Delaware limited liability company (“**Assignee**”), Primal Life Organics, LLC, an Ohio limited liability company (“**Assignor**”). Capitalized terms used herein without definitions will have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Purchase of Assets, dated December 14, 2023 (the “**Purchase Agreement**”), pursuant to which Assignee will purchase certain assets of Assignor used in the Business, effective as of the Effective Date; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey to Assignee all of the respective rights, title, and interests that Assignor has (or may be deemed to have) in the Intellectual Property of the Business, including, without limitation, the Intellectual Property listed on **Schedule 5.13(c)** of the Purchase Agreement and attached hereto as **Exhibit A**.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor’s rights, title and interest in, under and to, all of Assignor’s Intellectual Property of the Business, including but not limited to the Intellectual Property listed on **Schedule 5.13(c)** of the Purchase Agreement and attached hereto as **Exhibit A**, including all trademarks specified therein together with the goodwill associated therewith and symbolized thereby, and Assignee hereby accepts such assignment.

2. **Successors and Assigns**. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. **Terms of the Purchase Agreement**. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded by this IP Assignment Agreement but will remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any irreconcilable conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement will govern.

4. **Further Assurances**. Assignor, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Assignee or its successors and assigns to more effectively consummate the assignments contemplated by this IP Assignment Agreement.

5. **Governing Law; Forum; Waiver of Jury Trial**. Any dispute arising out of or relating to the negotiation, execution, delivery, interpretation, performance, non-performance or enforcement of this IP Assignment Agreement will be governed by the terms of the Purchase Agreement.

6. **Counterparts.** This IP Assignment Agreement may be executed in two counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (e.g., pdf) will be deemed to be original signed versions of this IP Assignment Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have executed this IP Assignment Agreement to be effective as of the Effective Date.

**ASSIGNOR:**

PRIMAL LIFE ORGANICS, LLC

By: Trina Felber

Name: Trina Felber

Its: Sole Member

**ASSIGNEE:**

PRIMAL LIFE ORGANICS II, LLC

By: Justin Sirpilla, its President

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this IP Assignment Agreement to be effective as of the Effective Date.

**ASSIGNOR:**

PRIMAL LIFE ORGANICS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

PRIMAL LIFE ORGANICS II, LLC

*Justin Sirpilla*

By: \_\_\_\_\_

Justin Sirpilla, its President


[Signature Page to Intellectual Property Assignment Agreement]

**EXHIBIT A**  
**Intellectual Property Assets**

1. Trademarks –

The following trademarks are recorded with the United States Patent and Trademark Office in the name of Seller:

Our Ref. No.	Trademark	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Next Upcoming Action
41550.50059	GUM DROPS (Class 3)	United States	Application	97/359,005	2022-04-12			Opposition by Sunstar Suisse SA, the owner of the mark G.U.M. for toothbrushes. Answer due November 14, 2023
41550.50057	YOU SMILE WE SMILE (Classes 3, 10, and 21)	United States	Application	97/357,010	2022-04-11			Notice of Allowance mailed May 30, 2023. Statement of Use Extension of Time due November 30, 2023.
41550.50055	YOUR MOUTH IS OUR MISSION (Classes 3 and 21)	United States	Application	97/356,999	2022-04-11			Statement of Use submitted on October 12, 2023. Awaitign USTM Office approval.
41550.50053	PRIMAL LIFE (Classes 3, 5, 35, and 41)	Australia	Registered	2212663	2021-09-22	2212663	2022-01-11	Renewal due 9/22/2031
41550.50052	PRIMAL LIFE (Classes 3, 5, 21, 35, and 41)	Canada	Application	2135019	2021-09-22			Application Pending
41550.50051	PRIMAL LIFE (Class 3)	China	Registered	59579151	2021-09-29	59579151	2022-03-21	Renewal due 3/20/2032
41550.50062	PRIMAL LIFE (Class 5)	China	Registered	59596377	2021-09-29	59596377	2022-03-28	Renewal due 3/27/2032
41550.50065	PRIMAL LIFE (Class 21)	China	Registered	59590046	2021-09-29	59590046	2022-06-07	Renewal due 6/6/2032
41550.50063	PRIMAL LIFE (Class 35)	China	Registered	59586142	2021-09-29	59586142	2022-03-21	Renewal due 3/20/2032

41550.50064	PRIMAL LIFE (Class 41)	China	Registered	59590066	2021-09-29	59590066	2022-03-21	Renewal due 3/20/2032
	PRIMAL LIFE logo (Class 3) 	China	Registered	37973523	2019-05-06	37973523	2021-08-07	Renewal due 8/6/2031
	PRIMAL LIFE logo (Class 3) 	China	Registered	32667050	2018-08-03	32667050	2021-08-07	Renewal due 8/6/2031
	PRIMAL LIFE logo (Class 21) 	China	Application	37973522	2019-05-06			Pending
	PRIMAL LIFE logo (Class 21) 	China	Registered	33153700	2018-08-28	33153700	2020-06-27	Renewal due 6/26/2030
	PRIMAL LIFE logo (Class 21) 	China	Registered	33153700A	2018-08-28	33153700A	2019-08-28	Renewal due 8/27/2029
	PRIMAL LIFE logo (Class 35) 	China	Registered	32667049	2018-08-03	32667049	2019-04-14	Renewal due 4/13/2029
41550.50046	PRIMAL LIFE (Classes 3, 5, 21, 35, and 41)	United States	Registered	90/615,965	2021-03-31	6975382	2023-02-07	Section 8 & 15 due 2/7/2028-2/7/2029
41550.50034	PRIMAL LIFE ORGANICS (Classes 3, 35, 41)	Australia	Registered	2026660	2019-07-31	2026660	2021-01-11	Renewal due 7/31/2029
41550.50011	PRIMAL LIFE ORGANICS (Classes 3, 35, and 41)	Canada	Registered	1808657	2016-11-09	TMA1083284	2020-10-05	Renewal due 10/5/2030
41550.50019	PRIMAL LIFE ORGANICS	China	Registered	32667050	2018-08-03	32667050	2021-08-07	Renewal due 8/6/2031



41550.50020	PRIMAL LIFE ORGANICS	China	Registered	32667049	2018-08-03	32667049	2019-04-14	Renewal due 4/13/2029
41550.50021	PRIMAL LIFE ORGANICS	China	Registered	33153700	2018-08-28	33153700	2019-08-28	Renewal due 8/27/2029
41550.50003	PRIMAL LIFE ORGANICS (Classes 3, 35, and 41)	United States	Registered	87/032,814	2016-05-11	5,288,757	2017-09-19	Section 8 & 15 submitted on August 3, 2023. Awaiting USTM Office approval.
41550.50030	REAL WHITE (Class 3)	Canada	Application	1951942	2019-03-18	TMA1162882	2023-01-26	Renewal due 1/26/2033
	REAL WHITE BY PRIMAL LIFE (Class 3)	China	Registered	37504392	2019-04-15	37504392	2021-08-07	Renewal due 8/6/2031
	REAL WHITE BY PRIMAL LIFE (Class 3)	China	Registered	42742936	2019-12-02	42742936	2021-08-29	Renewal due 8/28/2031
41550.50029	REAL WHITE BY PRIMAL LIFE (Class 5)	China	Registered	37504391	2019-04-15	37504391	2020-05-07	Renewal due 5/6/2030
41550.50027	REAL WHITE (Class 3)	United States	Registered	88/205,729	2018-11-26	5864324	2019-09-17	Section 8 & 15 due 9/17/2024 - 9/17/2025
41550.50050	REAL WHITE (Class 21)	United States	Registered	90/749,601	2021-06-02	6975584	2023-02-07	Section 8 & 15 due 2/7/2028 - 2/7/2029
41550.50005	DIRTY MOUTH (Class 3)	United States	Registered	86/541,269	2015-02-20	4826687	2015-10-06	Section 8 & 9 due 10/6/2024 - 10/6/2025
41550.50040	WASH-ITIZER (Classes 3 and 5)	United States	Registered	88/844,244	2020-03-23	6168769	2020-10-06	Section 8 & 15 due 10/6/2025 - 10/6/2026

## 2. Patent Applications –

The following patents have been applied for with the United States Patent and Trademark Office in the name of Seller:

<u>Title of Invention</u>	<u>Country</u>	<u>EFS ID No.</u>	<u>Application No.</u>	<u>Application Date</u>

4866-3093-9692, v. 7