

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pembroke Consulting, Inc.		01/03/2024	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	HMP Omnimedia, LLC		
Street Address:	70 E. Swedesford Road		
Internal Address:	Suite 100		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4346041	DRUG CHANNELS	
Registration Number:	5234092	DRUG CHANNELS	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3575		
Email:	kattendctm@katten.com		
Correspondent Name:	Michael Justus -Katten Muchin Rosenman		
Address Line 1:	1919 Pennsylvania Avenue NW		
Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C. 20006-3404		
ATTORNEY DOCKET NUMBER:	394811-00004		
NAME OF SUBMITTER:	Michael R. Justus		
SIGNATURE:	/Michael R. Justus/		
DATE SIGNED:	01/31/2024		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Intellectual Property Assignment Agreement*”) is made and entered into as of January 3, 2024 (the “*Effective Date*”), by and among (i) Pembroke Consulting, Inc. d/b/a Drug Channels Institute, a Pennsylvania corporation (the “*Assignor*”), (ii) Adam Fein (“*Owner*”), and (iii) HMP Omnimedia, LLC, a Delaware limited liability company (“*Assignee*”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor, Owner, and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (as supplemented, amended, restated or otherwise modified from time to time, the “*Asset Purchase Agreement*”), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee, among other assets, all of the Seller Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the Laws of all jurisdictions, including those trademarks, copyrights, and domain names identified in the Asset Purchase Agreement and any other trademarks, copyrights and domain names used in connection with the Purchased Business (collectively, the “*Assigned Intellectual Property Assets*”), and has agreed to execute and deliver this Intellectual Property Assignment Agreement. Notwithstanding the foregoing, the Assigned Intellectual Property Assets shall not include any Excluded Assets; and

WHEREAS, title to certain of the Assigned Intellectual Property Assets is held in the name of Owner and not Assignor, and Owner desires to assign such Assigned Intellectual Property Assets to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Each of Assignor and Owner hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts the assignment, without the necessity of any additional consideration, of all right, title, and interest of Assignor and Owner in and to all of the Assigned Intellectual Property Assets, including, without limitation, the Intellectual Property listed on **Exhibit A** attached hereto, and the goodwill associated with the use of and symbolized by the foregoing.

2. Assignor and Owner will, without further consideration, at the request of Assignee and at the expense of the requesting party, promptly sign, execute, make and do, all such deeds, documents, acts and things as Assignee and its duly authorized agents may reasonably require in order to apply for, obtain, register and vest in the name of Assignee alone (unless Assignee otherwise directs) letters, patents, copyrights, trademarks, domain names, social media accounts or other analogous protection with respect to the Assigned Intellectual Property Assets and all

rights therein in any country throughout the world and when so obtained or vested to renew and restore the same.

3. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Intellectual Property Assets are incorporated herein by this reference. Assignor, Owner, and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded or deemed enlarged, limited, modified or altered in any way hereby, but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

4. All representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall survive the execution and delivery of this Intellectual Property Assignment Agreement and shall continue in full force and effect as provided in the Asset Purchase Agreement. Neither the making nor the acceptance of this Intellectual Property Assignment Agreement or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any Assigned Intellectual Property Assets shall restrict, impair, reduce, expand or otherwise modify the terms of the Asset Purchase Agreement.

5. This Intellectual Property Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns; provided, however, that the terms of the Asset Purchase Agreement concerning assignment and delegation of the parties' respective rights and obligations thereunder shall apply *mutatis mutandis* to this Intellectual Property Assignment Agreement as if set forth in full herein.

6. This Intellectual Property Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of Laws provisions of any jurisdiction.

7. Any term or provision of this Intellectual Property Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

8. No amendment of any provision of this Intellectual Property Assignment Agreement shall be valid unless the same shall be in writing and signed by Assignor, Owner, and Assignee. No waiver by Assignor, Owner, or Assignee of any provision of this Intellectual Property Assignment Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent default, misrepresentation, or breach of warranty or covenant.

9. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 7.7 of the Asset Purchase Agreement. In the event of any conflict between any term or condition of this Intellectual Property Assignment Agreement, on the one hand, and the Asset Purchase Agreement, on the other hand, the Asset Purchase Agreement will control.

10. This Intellectual Property Assignment Agreement may be executed (including by facsimile or email of a .pdf attachment) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Intellectual Property Assignment Agreement will become effective when duly executed by each party hereto. The parties hereto may deliver this Intellectual Property Assignment Agreement by facsimile or email of a .pdf attachment, and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each party hereto has caused this Intellectual Property Assignment Agreement to be executed on the Effective Date.

ASSIGNOR:

PEMBROKE CONSULTING, INC.

DocuSigned by:
Adam J. Fein
By: CE6B7D9D7DE347E
Name: Adam J. Fein
Title: President

OWNER

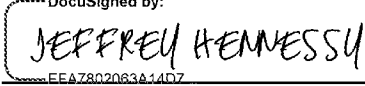
DocuSigned by:
Adam J. Fein
CE6B7D9D7DE347E
Adam J. Fein

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each party hereto has caused this Intellectual Property Assignment Agreement to be executed on the Effective Date.

ASSIGNEE:

HMP OMNIMEDIA, LLC

DocuSigned by:

By: EEA7802063A14DZ
Name: Jeffrey Hennessy
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

Exhibit A

Assigned Intellectual Property Assets

Registered Intellectual Property

Trademarks

- DRUG CHANNELS (RN: 4346041 / SN: 85732446)
- DRUG CHANNELS (RN: 5234092 / SN: 87002566)
- Drug Channels Institute (RN: 4094091 / Fictitious name registered with Pennsylvania Department of State)

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