

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM872741

<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>
BIOFREEZE IP HOLDINGS LLC		01/11/2024	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RECKITT HEALTH PAIN (US) LLC		
<b>Street Address:</b>	399 Interpace Parkway		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1774041	BIOFREEZE	
<b>Registration Number:</b>	4429990	BIOFREEZE 360°	
<b>Registration Number:</b>	5783479	BIOFREEZE COOL THE PAIN	
<b>Registration Number:</b>	5585117	COOL THE PAIN	
<b>Registration Number:</b>	5428806	FEEL GOOD. LIVE GREAT.	
<b>Registration Number:</b>	5850881	FEEL NO LIMITS	
<b>Registration Number:</b>	2318703	PAIN RELIEF THAT WORKS	
<b>Registration Number:</b>	2127009	PERFORM	
<b>Registration Number:</b>	2814611	THE PAIN STOPS HERE!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128189606		
<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>	2124048714		
<b>Email:</b>	malerner@duanemorris.com		
<b>Correspondent Name:</b>	Mark Lerner, Esq.		
<b>Address Line 1:</b>	230 Park Avenue, Suite 1130		
<b>Address Line 4:</b>	New York, NEW YORK 10169		
<b>ATTORNEY DOCKET NUMBER:</b>	S4888-00693		

CH \$240.00 1774041

<b>NAME OF SUBMITTER:</b>	Mark Lerner
<b>SIGNATURE:</b>	/MARK LERNER/
<b>DATE SIGNED:</b>	01/31/2024
<b>Total Attachments: 6</b> source=Biofreeze IP Holdings to Reckitt Health Pain (US)#page1.tif source=Biofreeze IP Holdings to Reckitt Health Pain (US)#page2.tif source=Biofreeze IP Holdings to Reckitt Health Pain (US)#page3.tif source=Biofreeze IP Holdings to Reckitt Health Pain (US)#page4.tif source=Biofreeze IP Holdings to Reckitt Health Pain (US)#page5.tif source=Biofreeze IP Holdings to Reckitt Health Pain (US)#page6.tif	

Dated January 11, 2024

**Biofreeze IP Holdings**  
and  
**Reckitt Health Pain (US) LLC**

TRADE MARK ASSIGNMENT

## Trade Mark Assignment

This Agreement is made on January 11, 2024 between:

- (1) Biofreeze IP Holdings LLC, a Nevada limited liability company, whose principal office is at 399 Interpace Parkway Parsippany, New Jersey, 07054, USA (the "Assignor"); and
- (2) Reckitt Health Pain (US) LLC a Delaware limited liability company, whose principal office is at 399 Interpace Parkway Parsippany, New Jersey, 07054, USA (the "Assignee").

Whereas:

- (A) the Assignor has agreed to assign all of its right, title and interest in and to the Trade Marks to the Assignee on the terms of this Agreement.

It is agreed as follows.

### 1 Definitions and interpretation

#### 1.1 Definitions

In this Agreement, the following capitalised term shall have the meaning set out below:

"Trade Marks" means the trade mark registrations and applications set out in the Schedule to this Agreement.

#### 1.2 Interpretation

In this Agreement, unless otherwise specified:

- 1.2.1 references to this Agreement shall include any Recitals and the Schedule to it and references to Recitals, Clauses and Schedule are to clauses of, and recitals and schedules to, this Agreement;
- 1.2.2 references to a statute or statutory provision include that statute or provision as modified, re-enacted or consolidated from time to time;
- 1.2.3 a reference to any English legal term shall, for any jurisdiction other than England, be construed as a reference to the term or concept which most nearly corresponds to it in that jurisdiction;
- 1.2.4 headings shall be ignored in interpreting this Agreement;
- 1.2.5 the words "including", "include", "in particular", and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

### 2 Assignment

In consideration of the sum of US\$10.00, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee:

- 2.1 all of its right, title and interest in and to the Trade Marks and all of the goodwill attaching to and represented by the Trade Marks, but no other goodwill;

- 2.2 the entitlement to any registrations granted pursuant to any of the applications comprised within the Trade Marks; and
- 2.2 all rights of action arising or accrued relating to the Trade Marks, including the right to take and/or defend proceedings for infringement of the Trade Marks and/or other causes of action arising from ownership of any of the Trade Marks, and all rights to seek, recover and retain damages and/or an account of profits and all other remedies for all past, current and/or future infringements or misuse of the Trade Marks.

### **3 Further Assurance**

At the request and cost of the Assignee, the Assignor shall execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving the Assignee the full benefit of this Agreement.

### **4 Invalidity**

- 4.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.
- 4.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 4.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 4.1, not be affected.

### **5 Third party rights**

The parties do not confer any rights or remedies under this Agreement upon any person other than the parties and their respective successors and permitted assigns.

### **6 Whole Agreement**

This Agreement contains the whole agreement between the Assignor and the Assignee relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Assignor and the Assignee in relation to the matters dealt with in this Agreement. The Assignee agrees and acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty or undertaking not expressly incorporated into it. Nothing in this Clause 6 excludes or limits any liability for fraud.

### **7 Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Assignor and the Assignee may enter into this Agreement by executing any such counterpart.

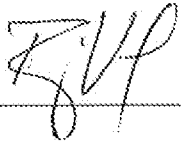
**8 Governing Law and Jurisdiction**

- 8.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the law of the State of Delaware.
- 8.2 Each party irrevocably agrees that the federal and state courts of the State of Delaware are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. Each party irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

*[signature page follows]*

In witness whereof this Agreement has been entered into on the date stated at the beginning.

**Biofreeze IP Holdings LLC**

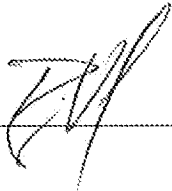


By:

Print Name: RAJ VASWANI

Title: SECRETARY

**Reckitt Health Pain (US) LLC**



By:

Print Name: RAJ VASWANI

Title: MANAGER

Schedule of Trade Marks

Trademark	Class	Filing No	Reg No	Reg Date	Next Renewal Due
BIOFREEZE	05	74316856	1774041	01 Jun 1993	01 Jun 2033
BIOFREEZE 360°	05	85807773	4429990	05 Nov 2013	05 Nov 2023
BIOFREEZE COOL THE PAIN	05	88030643	5783479	18 Jun 2019	18 Jun 2029
BIOFREEZE website (April 6, 2005) (copyright)	N/A	TX006896334	TX006896334	22 Oct 2007	
BIOFREEZE website (June 10, 2006 revision) (copyright)	N/A	TX006896337	TX006896337	22 Oct 2007	
COOL THE PAIN	05	87825487	5585117	16 Oct 2018	16 Oct 2028
FEEL GOOD, LIVE GREAT	03; 05; 10; 28	86718513	5428806	20 Mar 2018	20 Mar 2028
FEEL NO LIMITS	05	88319818	5850881	03 Sep 2019	03 Sep 2029
PAIN RELIEF THAT WORKS	05	75597429	2318703	15 Feb 2000	15 Feb 2030
PERFORM	05	75196235	2127009	06 Jan 1998	06 Jan 2028
THE PAIN STOPS HERE!	05	76456169	2814611	17 Feb 2004	17 Feb 2024