

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERAPEARL LLC		01/11/2024	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	RECKITT HEALTH PAIN (US) LLC		
Street Address:	399 Interpace Parkway		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4352397		
Registration Number:	4243175	A NEW DEGREE OF RELIEF	
Registration Number:	5678229	COLORSMART	
Registration Number:	4189458	EYE-SSENTIAL	
Registration Number:	4352396		
Registration Number:	5243735	SPORTS PACK	
Registration Number:	3720979	THERAPEARL	
Registration Number:	4854624		
Registration Number:	4130678	THERAPEARL PALS	
Registration Number:	4854627		
Registration Number:	4226574	THERAPEARL TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2124048714		
Email:	malerner@duanemorris.com		
Correspondent Name:	Mark Lerner, Esq.		
Address Line 1:	230 Park Avenue, Suite 1130		

CH \$290.00 4352397

Address Line 4:	New York, NEW YORK 10169
ATTORNEY DOCKET NUMBER:	S4888-00693
NAME OF SUBMITTER:	Mark Lerner
SIGNATURE:	/mark lerner/
DATE SIGNED:	01/31/2024
Total Attachments: 6 source=TheraPearl LLC to Reckitt Health Pain (US) LLC#page1.tif source=TheraPearl LLC to Reckitt Health Pain (US) LLC#page2.tif source=TheraPearl LLC to Reckitt Health Pain (US) LLC#page3.tif source=TheraPearl LLC to Reckitt Health Pain (US) LLC#page4.tif source=TheraPearl LLC to Reckitt Health Pain (US) LLC#page5.tif source=TheraPearl LLC to Reckitt Health Pain (US) LLC#page6.tif	

Dated January 11, 2024

TheraPearl LLC
and
Reckitt Health Pain (US) LLC

TRADE MARK ASSIGNMENT

TRADEMARK
REEL: 008333 FRAME: 0851

Trade Mark Assignment

This Agreement is made on **January 11, 2024** between:

- (1) **TheraPearl LLC**, a Maryland 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.

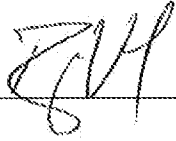
8 Governing Law and Jurisdiction

- 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.

TheraPearl LLC



By:

Print Name: RAJ VASWANI

Title: SECRETARY

Reckitt Health Pain (US) LLC



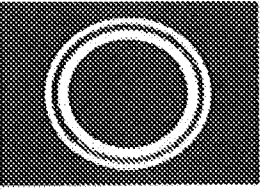
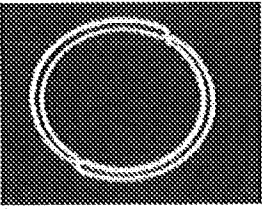


By:

Print Name: RAJ VASWANI

Title: MANAGER

Schedule of Trade Marks

Trademark	Class	Filing No	Reg No	Reg Date	Next Renewal Due
3 Pearl Device 	10	85459894	4352397	18 Jun 2013	18 Jun 2023
A NEW DEGREE OF RELIEF	10	11519035	4243175	13 Nov 2012	13 Nov 2032
Catfrontleft et al. (copyright)	N/A		VA0001988991	22 Sep 2015	
COLORSMART	10	87892389	5678229	19 Feb 2019	19 Feb 2029
EYE-SSENTIAL	10	85439337	4189458	14 Aug 2012	14 Aug 2022
Frog. (copyright)	N/A	VA0001966234	VA0001966234	17 Aug 2015	
Owlback et al. (copyright)	N/A	VA0001988934	VA0001988934	22 Sep 2015	
pandaback et al. (copyright)	N/A	VA0001988932	VA0001988932	22 Sep 2015	
Pig. (copyright)	N/A	VA0001966335	VA0001966335	17 Aug 2015	
Puppy. (copyright)	N/A	VA0001979761	VA0001979761	29 Jul 2015	
Single Pearl Device 	10	85459891	4352396	18 Jun 2013	18 Jun 2033
SPORTS PACK	10	86786033	5243735	18 Jul 2017	18 Jul 2027
THERAPEARL	10	77611006	3720979	08 Dec 2009	08 Dec 2029
TheraPearl Circle Device (Red, Blue & Black) 	10	86571647	4854624	17 Nov 2015	17 Nov 2025
THERAPEARL PALS	10	85261651	4130678	24 Apr 2012	24 Apr 2022
TheraPearl Tapered Circle Device (Red, Blue & Black) 	10	86571682	4854627	17 Nov 2015	17 Nov 2025
THERAPEARL TECHNOLOGY	10	85261658	4226574	16 Oct 2012	16 Oct 2032

TRADEMARK