

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI23668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERFORMANCE HEALTH HOLDINGS, INC.		07/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PERFORMANCE HEALTH, LLC		
Street Address:	399 Interpace Parkway		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3964353	DEEP PREP	
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:	(212)404-8714		
Email:	malerner@duanemorris.com,trademarks@duanemorris.com		
Correspondent Name:	Mr. Mark Lerner Esq.		
Address Line 1:	230 Park Avenue, Suite 1130		
Address Line 2:	Duane Morris LLP		
Address Line 4:	New York, NEW YORK 10169-0079		
ATTORNEY DOCKET NUMBER:	S4888-01088		
NAME OF SUBMITTER:	Patrick Boisson		
SIGNATURE:	Patrick Boisson		
DATE SIGNED:	02/13/2024		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of July 12, 2021 (the "Effective Date") by and between Performance Health Company II, LLC, Performance Health Holdings, Inc., The Hygenic Company, LLC, Performance Health GmbH, Performance Health International Limited, and Cramer Products, Inc., on behalf of themselves and the other members of the PH Group (collectively, "Assignor"), and Performance Health, LLC ("Assignee") (individually, a "Party" and collectively the "Parties").

WHEREAS, pursuant to that certain Separation Agreement ("Separation Agreement"), dated as of February 23, 2021, by and among The Hygenic Corporation, Performance Health & Wellness Holdings, Inc., Performance Health Holdings, LLC, Lanai Holdings 1.5, Inc., and Lanai Holdings I, LLC, the parties thereto, which are affiliated parties, effected the separation of certain assets related to the Biofreeze, Perform and Therapearl businesses from the assets of the remainder of the parties' businesses; and

WHEREAS, in furtherance of the Separation Agreement, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire, certain Intellectual Property Rights related to the Biofreeze Business.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Separation Agreement. For purposes of this Agreement, the following terms have the following meanings:

"Assigned IP" means any and all Intellectual Property Rights included in the Biofreeze Assets, including the Intellectual Property Rights set forth on Schedules A (Trademark Registrations and Applications) and B (Internet Domain Name Registrations) attached hereto, together with all goodwill associated therewith and all rights to claim priority therefrom, all income, royalties, damages and payments due or payable with respect thereto as of the Closing or thereafter (including damages and payments for past, present or future infringements, misappropriations, dilutions, or other violations thereof), the right to sue and recover for past, present and future infringements, misappropriations, dilutions, or other violations thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers and agrees to sell, convey, assign, transfer, and deliver to Assignee Assignor's entire right, title, and interest in and to the Assigned IP. Assignor hereby irrevocably waives any "moral rights", "author's special rights" or other rights with respect to attribution of authorship or integrity in relation to the Assigned IP.

3. Domain Names. Promptly after the Effective Date, Assignor shall transfer any and all domain names included in the Assigned IP from Assignor's account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such domain names in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such domain names.

4. Recordation. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Assigned IP.

5. Further Assurances. From time to time after the Effective Date, and for no further consideration, Assignor shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may be requested by Assignee to more effectively sell, assign, convey, deliver or transfer to or vest in Assignee, all Assigned IP, and to confirm and evidence such sale, assignment, conveyance, transfer or delivery. Assignor, upon Assignee's request, shall take all further actions, and provide Assignee all such cooperation and assistance (including, but not limited to, the execution and delivery of any and all affidavits, declarations, oaths, powers of attorney and other documentation), to more fully effectuate the purposes of this Agreement, including, but not limited to, assisting Assignee in preserving or perfecting its rights in the Assigned IP and the filing of applications for the registration of any Intellectual Property Rights in the Assigned IP. Should Assignee opt to take action against any actual or suspected infringers, diluters, or other violators of any of the Assigned IP, upon Assignee's request, Assignor shall join Assignee as a necessary party in any such action (or proceeding related thereto) and provide Assignee all cooperation in connection therewith including, but not limited to, by offering testimony and providing specimens of use.

6. Counterparts; Successors. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts (including by means of telecopied signature pages), each of which shall be deemed an original, but all of which shall constitute one and the same document. This Agreement and all of the provisions hereof shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties and such successors and permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

7. Amendments; Waivers. No waiver, modification or change of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or change is sought to be enforced.

8. Governing Law. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS AGREEMENT AND THE SCHEDULES ATTACHED HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

[Signature Page Follows.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement as of the Effective Date.

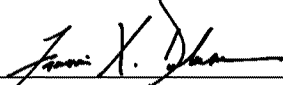
ASSIGNOR:

PERFORMANCE HEALTH COMPANY II, LLC



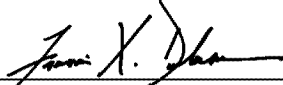
Name: Francis Dirksmeier
Title: Chief Executive Officer

PERFORMANCE HEALTH HOLDINGS, INC.



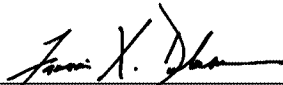
Name: Francis Dirksmeier
Title: Chief Executive Officer

THE HYGENIC COMPANY, LLC



Name: Francis Dirksmeier
Title: Chief Executive Officer

CRAMER PRODUCTS, INC.



Name: Francis Dirksmeier
Title: Chief Executive Officer

**PERFORMANCE HEALTH INTERNATIONAL
LIMITED**

Andy Booker

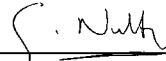
Name: Andrew Booker

Title: Director

[Signature Page to IP Assignment Agreement]

**TRADEMARK
REEL: 008343 FRAME: 0854**

PERFORMANCE HEALTH GMBH



Name: Gregory M. Nulty

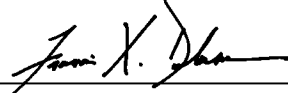
Title: Director

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 008343 FRAME: 0855

ASSIGNEE:

PERFORMANCE HEALTH, LLC



Name: Francis Dirksmeier

Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 008343 FRAME: 0856

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Jurisdiction	Current Owner of Record
BIOFREEZE	516901-2012 06-JAN-2003	P00089110 30-MAY-2003	Peru	Performance Health, Inc.
BIOFREEZE	F/T/2019/002920 16-OCT-2019	--	Nigeria	Performance Health, Inc.
BIOFREEZE	179961 28-AUG-2002	--	Pakistan	Performance Health, Inc.
FLEX-I-COLD	87174003 16-SEP-2016	--	USA	Cramer Products Inc.
DEEP FROST	77969545 26-MAR-2010	4071273 13-DEC-2011	USA	Performance Health Holdings, Inc.
DEEP PREP	77969526 26-MAR-2010	3964353 24-MAY-2011	USA	Performance Health Holdings, Inc.

SCHEDULE B

INTERNET DOMAIN NAME REGISTRATIONS

Domain name	Registrant Organization
betterthanbiofreeze.net	The Hygenic Corporation
betterthanbiofreeze.info	The Hygenic Corporation
betterthanbiofreeze.co	The Hygenic Corporation
betterthanbiofreeze.com	The Hygenic Corporation
betterthanbiofreeze.org	The Hygenic Corporation
biofreeze.name	The Hygenic Corporation
biofreezeacademy.com	The Hygenic Corporation
biofreezeatomichat.com	The Hygenic Corporation
biofreezeatomichat.net	The Hygenic Corporation
biofreezesucks.com	The Hygenic Corporation
biofreezeunleashed.com	The Hygenic Corporation
biofreeze.ae	Performance Health, Inc.
biofreeze.bs	Performance Health, Inc.
biofreeze.co.hu	Performance Health Inc.
biofreeze.co.il	Performance Health Inc.
biofreeze.co.in	The Hygenic Corporation
biofreeze.co.it	The Hygenic Corporation
biofreeze.co.nl	The Hygenic Corporation
biofreeze.co.uk	--
biofreeze.co.za	Performance Health, Inc.
biofreeze.com.au	Performance Health, Inc.
biofreeze.com.bh	Performance Health, Inc.
biofreeze.com.cy	Performance Health, Inc.
biofreeze.com.de	Performance Health, Inc.

Domain name	Registrant Organization
biofreeze.com.gr	The Hygenic Corporation
biofreeze.com.gt	Performance Health, Inc.
biofreeze.com.mt	Performance Health, Inc.
biofreeze.com.pe	Performance Health, Inc.
biofreeze.com.ru	--
biofreeze.ec	Performance Health, Inc.
biofreeze.gr	Performance Health, Inc.
biofreeze.ie	Performance Health, Inc.
biofreeze.in	The Hygenic Corporation
biofreeze.kr	--
biofreeze.nz	The Hygenic Corporation
biofreeze.or.kr	--
biofreeze.pt	Performance Health, Inc.
biofreeze.sa	--
biofreeze.uk.com	The Hygenic Corporation
biofreezezege.lhk	--
biofreezezepatch.lhk	The Hygenic Corporation
biofreezerollon.lhk	--
biofreezespray.lhk	--
therapearl.be	--
therapearl.cn	The Hygenic Corporation
therapearl.com.cn	The Hygenic Corporation
therapearl.com.gr	--
therapearl.com.mx	The Hygenic Corporation
therapearl.es	The Hygenic Corporation
therapearl.eu	Thera-Band GmbH
therapearl.fi	The Hygenic Corporation

Domain name	Registrant Organization
therapearl.jp	--
therapearl.nl	The Hygenic Corporation
therapearl.pl	The Hygenic Corporation
therapearl.tw	The Hygenic Corporation
therapearl.us	The Hygenic Corporation
biofreeze.sport.co.uk	Patterson Medical Ltd.
bioheatpainrelief.com	The Hygenic Corporation
bioheatpainrelief.info	The Hygenic Corporation
bioheatpainrelief.net	The Hygenic Corporation
bioheatpainrelief.org	The Hygenic Corporation
biofreeze.biz	The Hygenic Corporation
biofreeze.ca	Performance Health, Inc.
biofreeze.cn	The Hygenic Corporation
biofreeze.co.cr	Performance Health, Inc.
biofreeze.com	The Hygenic Corporation
biofreeze.com.do	Performance Health Inc.
biofreeze.com.pk	Performance Health, Inc.
biofreeze.dk	Performance Health, Inc.
biofreeze.hk	Performance Health, Inc.
biofreeze.hn	The Hygenic Corporation
biofreeze.is	Performance Health, Inc.
biofreeze.mx	The Hygenic Corporation
bio-freeze.net	The Hygenic Corporation
biofreeze.org	The Hygenic Corporation
biofreeze.se	The Hygenic Corporation
biofreeze.sg	Performance Health, Inc.
biofreeze.us	The Hygenic Corporation

Domain name	Registrant Organization
biofreezeacademy.info	The Hygenic Corporation
biofreezeacademy.net	The Hygenic Corporation
biofreezeacademy.org	The Hygenic Corporation
biofreezeegel.cn	The Hygenic Corporation
biofreezemedilex.dk	Performance Health, Inc.
biofreeze-news.com	The Hygenic Corporation
biofreezeonline.com	The Hygenic Corporation
biofreezepatch.cn	The Hygenic Corporation
biofreezerollon.cn	The Hygenic Corporation
biofreezespray.cn	The Hygenic Corporation
biofreezeunleashed.com	The Hygenic Corporation
therapearl.co.uk	The Hygenic Corporation
thera-pearl.com	The Hygenic Corporation
therapearl.com.tr	The Hygenic Corporation
therapearl.mx	The Hygenic Corporation
performatomicheat.com	The Hygenic Corporation
performfootpain.com	The Hygenic Corporation
performfootpain.info	The Hygenic Corporation
performfootpain.net	The Hygenic Corporation
performpainrelief.com	The Hygenic Corporation
performpainreliever.com	The Hygenic Corporation
performsingles.com	The Hygenic Corporation
performspray.com	The Hygenic Corporation
cryotherapy.cn	The Hygenic Corporation