

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI58614

<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>
Equine Medical & Surgical Associates, Inc.		01/25/2024	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Revival Animal Health, LLC		
<b>Street Address:</b>	1700 Albany Place, SE		
<b>City:</b>	Orange City		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	51041		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97649385	HEMP-CBJ	
<b>Serial Number:</b>	97517405	EPOXOGEN	
<b>Registration Number:</b>	6009728	COMFORT QUIK	
<b>Registration Number:</b>	6131206		
<b>Registration Number:</b>	6213107	HEMP-CBJ	
<b>Registration Number:</b>	6060625	EPOXOGEN	
<b>Registration Number:</b>	5606974	HAPP-E-MARE	
<b>Registration Number:</b>	5513860	DOG HEIRO	
<b>Registration Number:</b>	5652822	HEALTH-E	
<b>Registration Number:</b>	5508003	HEAVE HO	
<b>Registration Number:</b>	3533961	HEIRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128278185		
<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>	3128074346		
<b>Email:</b>	citrademarks@klgates.com, valerie.swanson@klgates.com		
<b>Correspondent Name:</b>	Alexis Crawford Douglas		
<b>Address Line 1:</b>	K&L Gates LLP		

CH \$290.00.00 97649385

**Address Line 2:** P.O. Box 1135  
**Address Line 4:** Chicago, ILLINOIS 60690-1135

**ATTORNEY DOCKET NUMBER:** 0247446-13

**NAME OF SUBMITTER:** Valerie Swanson

**SIGNATURE:** Valerie Swanson

**DATE SIGNED:** 03/01/2024

**Total Attachments: 9**

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**INTELLECTUAL PROPERTY ASSIGNMENT AND DOMAIN NAME TRANSFER  
AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT (this “**Assignment**”) is made and delivered as of January 25, 2024 (the “**Effective Date**”), by and between Equine Medical & Surgical Associates, Inc., a Pennsylvania corporation (“**EMSA**”) whose registered office address or principal place of business is at 325 Westtown Rd, Ste 15, West Chester, PA 19380 and Revival Animal Health, LLC, a Delaware limited liability company whose registered office address or principal place of business is at 1700 Albany Place, SE, Orange City, IA 51041 (“**Assignee**”), pursuant to an Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), by and among Assignee, EMSA, and certain other parties thereto.

WHEREAS, Assignor owns right, title and interest in and to certain trademarks for animal health products used in connection with its business, including the trademarks and domain name set forth on Exhibit A attached hereto (the “**Trademark Assets**”);

WHEREAS, Assignor owns right, title, and interest in and to certain inventions set forth in certain United States patents and/or patent applications identified on Exhibit A attached hereto (the “**Patent Assets**”);

WHEREAS, Assignor is the owner of all right, title, and interest in and to the domain names identified in Exhibit A here to (the “**Domain Names**”) and is the registrant of the Domain Names with GoDaddy; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee certain assets used in its business, and to Assignee, all of its rights in and to its Trademark Assets, Patent Assets and Domain Names and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee and Assignee agrees to accept, effective as of the date first set forth above, all right, title, and interest in and to the following:

- a. the Trademark Assets, together with the portion of the business to which each mark pertains and all common law rights and associated goodwill of Assignor and of the business connected with the use of or symbolized thereby; all trademarks, service marks, trade names, brand names, logos, trade dress, and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world; all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by

Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Trademark Assets to its fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan, or other exploitation of the Trademark Assets. Assignor hereby agrees that it shall not take any action that may restrict Assignee's ownership rights in the Trademark Assets and that it shall discontinue any use or exploitation of the Trademark Assets;

- b. any and all inventions or improvements that are disclosed in the Patent Assets and in and to all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of the inventions or improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on the inventions or improvements; and in and to all rights of priority resulting from the filing of the Patent Assets, including, without limitation, the right and standing to sue for and recover damages for any past, present or future infringement, misappropriation or unauthorized use of the Patent Assets, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Assignor had this Assignment or the Purchase Agreement not been made; and
- c. the Domain Names, including the current registration thereof with GoDaddy and any other rights Assignor may have in the Domain Names, including any goodwill associated therewith.

2. Assignor hereby agrees that it shall not take any action that may restrict Assignee's ownership rights in the Trademark Assets or the Patent Assets and that it shall discontinue any use or exploitation of the Trademark Assets and the Patent Assets.

3. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Assignor further authorizes the current registrar of the domain name, and any other registrars to whom the Assignee may at Assignee's sole discretion elect to transfer administration of the domain name, the authority to transfer administration of and/or accept transfer of administration of, the domain name as between the Assignor and Assignee. Assignor further agrees, without additional consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein. Without limitation, Assignor agrees that, when requested by Assignee, Assignor will promptly sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Trademark Assets and the Patent Asset and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees.

4. Within thirty (30) days following Closing, as defined in the Purchase Agreement, Assignor shall execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee, and cause the Domain Names to be registered in the name of Revival Animal Health, LLC with Assignee's preferred

registry, as designated in writing by Assignee (“**Assignee’s Registrar**”). The domain name will be deemed transferred (“**Transfer**”) when: (i) Assignee’s Registrar has confirmed the transfer in accordance with its procedures; (ii) the applicable WHOIS database identifies Assignee as the registrant of the Domain Name; and (iii) Assignee has administrative and technical access to the Domain Names and sole control over where the Domain Name points.

5. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark Assets and the Patent Asset. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, Assignee shall have a complete and undivided interest of all rights, titles, and interests in the Trademark Assets, the Patent Assets and Domain Names.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

8. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

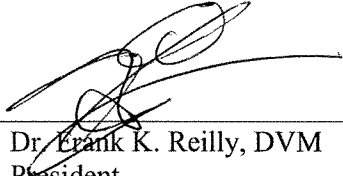
9. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any conflict of laws rules.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

**ASSIGNOR:**

EQUINE MEDICAL & SURGICAL ASSOCIATES,  
INC.

By:   
Name: Dr. Frank K. Reilly, DVM  
Title: President

**ASSIGNEE:**

REVIVAL ANIMAL HEALTH, LLC

By: \_\_\_\_\_  
Name: Lynn Snodgrass  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

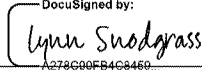
ASSIGNOR:

EQUINE MEDICAL & SURGICAL ASSOCIATES,  
INC.

By: \_\_\_\_\_  
Name: Dr. Frank K. Reilly, DVM  
Title: President

ASSIGNEE:

REVIVAL ANIMAL HEALTH, LLC

By:  \_\_\_\_\_  
Name: Lynn Snodgrass  
Title: Chief Executive Officer and President

**EXHIBIT A  
TO  
IP ASSIGNMENT**

**REGISTERED TRADEMARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>REGISTRATION / APPLICATION DATE</b>	<b>REGISTRATION/ APPLICATION NUMBER</b>
HEMP-CBJ	US	15-AUG-2023	97649385
EPOXOGEN	US	08-AUG-2023	97517405
COMFORT QUIK	US	10-MAR-2020	6009728
Design 	US	18-AUG-2020	6131206 / 88336228
HEMP-CBJ	US	01-DEC-2020	6213107 / 88977726
EPOXOGEN	US	19-MAY-2020	6060625 / 88977391
HAPP-E-MARE	US	13-NOV-2018	5606974 / 87865989
DOG HEIRO	US	10-JUL-2018	5513860 / 87786160
HEALTH-E	US	15-JAN-2019	5652822 / 87701076
HEAVE HO	US	03-JUL-2018	5508003 / 87698379
HEIRO	US	14-NOV-2008	3533961 / 77447384



**REGISTERED PATENTS**

<b>PATENT DESCRIPTION</b>	<b>COUNTRY</b>	<b>DATE OF PATENT</b>	<b>PATENT NO.</b>
Nutritional Supplement comprising Vitamin E; Sophora Flavescens extract; zinc; and at least two ingredients selected from the group consisting of hemp grapeseed extract, hemp curcumin, hemp boswellia, hemp black pepper, hemp magnolia, hemp ginger, hemp oregano leaf, hemp orange peel, hemp methyl sulfano methane (MSM), hemp poplar, hemp chia, hemp meadow sweet, hemp clove powder, hemp cinnamon, and hemp	US	19-OCT-2021	11,147,835



basil (excluding hay basil and hay basil extract).			
Method of treating equine joint inflammation in form of a Nutritional Supplement comprising Vitamin E; Sophora Flavescens extract; zinc; and at least two ingredients selected from the group consisting of hemp grapeseed extract, hemp curcumin, hemp boswellia, hemp black pepper, hemp magnolia, hemp ginger, hemp oregano leaf, hemp orange peel, hemp methyl sulfano methane (MSM), hemp poplar, hemp chia, hemp meadow sweet, hemp clove powder, hemp cinnamon, and hemp basil (excluding hay basil and hay basil extract).	US	21-FEB-2023	11,583,551
Nutritional Supplement  A nutritional supplement provides Vitamin E; <i>Sophora flavescens</i> extract; zinc sulfate; and a remainder of at least one of the following ingredients: grape seed extract; boswellia extract; micronized Resveratrol; Vitamin B6; black pepper; magnolia powder; poplar powder; willow bark powder; methyl sulfano methane; chia; Vitamin C; Pine powder; Curcumin; Oregano; Ginger; Orange peel; and Meadow sweet.	U.S.	16-JAN-2024	11,872,246

### COMMON LAW TRADEMARKS

Description	Image
1. Equine Medical and Surgical Associates	N/A
2. Logo depicting four green horses in motion and "Equine Medical & Surgical Associates" in stylized text	
3. Logo depicting a grey circle with a black and white image of four horses running with the words "Equine Medical & Surgical Associates" beneath it and the words "Healthy Products Healthy Horses" surrounding the circle	

4. Product name "MAP SKIN SHAMPOO"	N/A
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**DOMAIN NAME**

<b>Domain</b>	<b>Owner / Registrant</b>	<b>Registrar</b>	<b>Expiration Date</b>
equinemedsurg.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2027-09-04
breathingbetternaturally.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2027-09-04
comfortquickhempcbj.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2025-05-30
comfortquik.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2025-05-30
dogheiro.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2025-06-11
equimedsurg.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2027-08-30
equinecushings.net	Equine Medical & Surgical Associates, Inc.	GoDaddy	2024-09-29
equinecushings.org	Equine Medical & Surgical Associates, Inc.	GoDaddy	2024-09-29
equineheaveho.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2024-05-23
equinemedsurg.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2027-09-04
heirodog.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2025-11-25
horsecushings.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2025-09-28

horseheaveho.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2033-05-23
horseinsulin.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2025-09-28
horsesunflower.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2026-10-19
infusebyyou.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2024-10-15
moodemare.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2025-11-07
nolimitinfuse.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2024-10-15
quicktocomfort.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2024-04-03
rumpel1776.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2024-07-15
sunflowerhorse.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2024-09-16
sunflowervitamine.com	Equine Medical & Surgical Associates, Inc.	GoDaddy	2026-10-19