

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621653

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABSORBINE PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clarion Brands, LLC		01/20/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Absorbine Jr. LLC		
<b>Street Address:</b>	c/o Bridges Consumer Healthcare, LLC		
<b>Internal Address:</b>	1100 Market Street, Suite 600		
<b>City:</b>	Chattanooga		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37402		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4443744	ABSORBINE JR.	
<b>Registration Number:</b>	4598203	ABSORBINE JR. PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Madeline Koo		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Madeline Koo - 35003.0011		
<b>NAME OF SUBMITTER:</b>	Madeline Koo		
<b>SIGNATURE:</b>	/Madeline Koo/		
<b>DATE SIGNED:</b>	01/21/2021		
<b>Total Attachments: 7</b>			
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**ABSORBINE PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT**

This Absorbine Proprietary Rights Assignment Agreement ("Proprietary Rights Assignment Agreement"), dated as of January 20, 2021 (the "Effective Date"), is by and between Clarion Brands, LLC ("Assignor"), and Absorbine Jr. LLC ("Assignee").

WHEREAS, Assignor is the sole owner of all rights, title and interests in the Absorbine Proprietary Rights (as defined below);

WHEREAS, in conjunction with the transactions contemplated by the Assignment and Assumption Agreement dated as of January 20, 2021 by and among Absorbine Jr. LLC and Clarion Brands, LLC, Assignor and Assignee desire to enter into this Proprietary Rights Assignment Agreement to irrevocably transfer and assign to Assignee all of Assignor's worldwide rights, title and interests associated with or arising out of all intellectual property owned by Assignor that is exclusively related to the Absorbine Jr. business (including the development, manufacturing, marketing, distribution and sale of products under the Absorbine Jr. brand), including any (i) patents and patent applications, (ii) trademarks, service marks, logos, trade names, brand names, domain names, social media accounts, trade dress and any other identifiers indicating the business or source of goods or services, (iii) trade secrets, ideas, formulas, compositions, improvements and know-how, (iv) copyrights and copyrightable works, databases, and design rights, (v) intellectual property rights arising from software or technology, and (vi) the intellectual property set forth on Exhibit A) (the "Absorbine Proprietary Rights");

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire right, title and interest in and to the Absorbine Proprietary Rights, together with any and all goodwill connected with and symbolized by the foregoing, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Proprietary Rights Assignment Agreement.
2. Filing and Recordation. The parties hereto agree that Assignee shall promptly file and record this Proprietary Rights Assignment Agreement, or the equivalent of this Proprietary Rights Assignment Agreement to the extent required, with the appropriate governmental entities as necessary to record Assignee as the assignee and owner of the Absorbine Proprietary Rights. Assignor and Assignee authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee

as the assignee and owner of the Absorbine Proprietary Rights and issue the patents, and register the trademark registrations and copyright registrations, from any pending applications included in the Absorbine Proprietary rights to Assignee upon issuance or registration.

3. Domain Name and Social Media Account Transfer. Assignor, at Assignee's sole and reasonable expense, shall perform all affirmative acts which may be reasonably necessary or desirable to implement, perfect and secure the transfer of the domain names and social media accounts included in the Absorbine Proprietary Rights (including those set forth on Exhibit A) before the applicable domain name registrars and social media account platforms, as well as to cooperate with Assignee in obtaining or providing information required in any proceedings relating to such domain names or social media accounts. Without limiting the foregoing, Assignor will prepare and transmit any necessary documentation or written authorizations or instructions, or correspond with the applicable domain name registrars or social media platforms to instruct and authorize transfer of such domain names and social media accounts, including by providing Assignee a functioning user name and password (where available) or issuing corresponding transfer codes, in each case, sufficient for Assignee to immediately begin to administer such domain names and social media accounts.
4. Further Assurances. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Proprietary Rights Agreement. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the Effective Date) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Absorbine Proprietary Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.
5. Successors. This Proprietary Rights Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. Governing Law. This Proprietary Rights Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
7. Counterparts. This Proprietary Rights Assignment Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Proprietary Rights Assignment Agreement

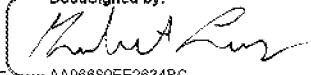
by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Proprietary Rights Assignment Agreement.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, Assignor and Assignee caused this Proprietary Rights Assignment Agreement to be duly executed as of the date first written above.

**ASSIGNOR**

Clarion Brands, LLC

DocuSigned by:  


By: \_\_\_\_\_

AA98889FE2834BC...

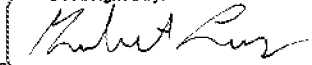
Name: Robert Long

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee caused this Proprietary Rights Assignment Agreement to be duly executed as of the date first written above.

**ASSIGNEE**

Absorbine Jr. LLC

DocuSigned by:  
By:  \_\_\_\_\_

AA96669FE2634BC...  
Name: ROBERT LONG

Title: President and Chief Executive Officer

## EXHIBIT A

### Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Status
ABSORBINE JR.	United States of America	85/911,830	4/23/2013	4,443,744	12/3/2013	Registered
ABSORBINE JR. PLUS	United States of America	85/911,846	4/23/2013	4,598,203	9/2/2014	Registered
ABSORBINE JR.	Australia	48024	8/1/1927	48024	8/1/1927	Registered
ABSORBINE JR.	Cambodia	75645/2017	8/30/2017	69297	9/28/2018	Registered
ABSORBINE JR and Design 	Canada	1481791	5/19/2010	TMA798391	5/25/2011	Registered
ABSORBINE JR.	Canada	109251	9/7/1922	TMDA31959	9/7/1922	Registered
ABSORBINE 	China	50582035	12/14/2020			Pending
ABSORBINE JR	Laos	39930	8/31/2017	41227	5/22/2018	Registered
ABSORBINE JR.	Thailand	170127049	8/2/2017	--	--	Pending
ABSORBINE JR.	United Kingdom	1380908	4/17/1989	1380908	1/18/1991	Registered
ABSORBINE JR.	Vietnam	4201723810	8/1/2017	40342368	1/13/2020	Registered
ABSORBINE JR.	Aruba	VM-110414.19	25-Apr-1991	15253	31-May-1991	Registered
ABSORBINE JR.	Barbados	4783	05-Jun-1972	81/003671	22-Oct-2012	Registered
ABSORBINE JR.	Bonaire, Saint Eustatius and Saba	478	03-Mar-2011	478	03-Mar-2011	Registered
ABSORBINE JR.	Chile	1045314	09-Feb-2013	1096794	21-Mar-2014	Registered
ABSORBINE JR.	Kingdom of the Netherlands	06978	01-Dec-1971	06978	13-Sep-2011	Registered
ABSORBINE JR.	Panama	13889	07-Apr-1970	13853	11-May-1971	Registered
ABSORBINE JR.	Sint Maarten	SVD11515	13-Nov-2001	5842	16-Jan-2002	Registered
ABSORBINE JR.	Trinidad and Tobago	3/1931	12-Jan-1959	3/1931	12-Jan-2011	Registered
ABSORBINE JR.	Grenada	--	--	No. 35 of 1991	5-Apr-1991	Abandoned
ABSORBINE JR.	Puerto Rico	--	--	3012	23-Jul-1929	Abandoned



Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Status
ABSORBINE JR.	Antigua and Barbuda	--	--	1735	13-Nov-1972	Abandoned

### Domain Names

absorbinejr.ca
absorbinejr.com
absorbinejrplus.com
absorbinejunior.com
absorbinejuniorplus.com
absorbineplus.com

### Social Media Accounts

- Facebook – [Absorbine Jr](#)
- Twitter – [Absorbine Jr](#)