

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM744557

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900697911		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
McCord Research, Inc.		03/15/2022	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medline Industries, LP		
<b>Street Address:</b>	Three Lakes Drive		
<b>City:</b>	Northfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60093		
<b>Entity Type:</b>	Limited Partnership: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3567697	OLIVAMINE	
<b>Registration Number:</b>	6180809	OLIVAMINE	
<b>Registration Number:</b>	4941667	OLIVAMINE10	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125548015		
<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>	312-554-8000		
<b>Email:</b>	jmarvel@pattishall.com		
<b>Correspondent Name:</b>	Janet A. Marvel		
<b>Address Line 1:</b>	200 S. Wacker Drive, Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	00786-1-6532		
<b>NAME OF SUBMITTER:</b>	Janet Marvel		
<b>SIGNATURE:</b>	/Janet Marvel/		
<b>DATE SIGNED:</b>	07/29/2022		
<b>Total Attachments: 8</b>			
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**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of March 15, 2022, by and among MEDLINE INDUSTRIES, LP, an Illinois limited partnership (“**Purchaser**”), MCCORD RESEARCH, INC., a Nevada corporation (the “**McCord Research**”), MCCORD HOLDINGS, INC., a Nevada corporation (“**McCord Holdings**”), and DR. DARLENE MCCORD, an individual (the “**Owner**”, and together with McCord Research and McCord Holdings, collectively, the “**Sellers**”, and each, a “**Seller**”). Purchaser and the Sellers shall collectively be referred to herein as the “**Parties**”, and each, a “**Party**”.

**RECITALS**

WHEREAS, the Owner, in addition to being the lawful owner of certain Transferred Assets, is also the sole record holder of the Equity Interests and will materially benefit from the consummation of the transaction contemplated hereby;

WHEREAS, the Sellers are engaged in the business of developing, marketing, distributing and selling human skincare products (collectively, the “**Skincare Products**”), some of which are recognized by the FDA as over-the-counter (“**OTC**”) products and others which are recognized as cosmetic (as defined in the Federal Food, Drug and Cosmetic Act of 1938, as amended (the “**FFDCA**”)) products, including emollients, moisturizers, creams, lotions, pastes, ointments, cleansers and shampoos;

WHEREAS, subject to the terms and conditions hereof, Purchaser, in return for the consideration specified in this Agreement, desires to purchase from the Sellers, and the Sellers desire to sell, assign, transfer and convey to Purchaser, the Transferred Assets (as further described in Section 1.1), which includes products related to and used by the Sellers in developing, marketing, distributing and selling Olivamine-based Skincare Products and other “**Creamsicle**” fragrance Skincare Products (the “**Brand**”); and

WHEREAS, Annex A of this Agreement contains a list of references to defined terms.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the representations, warranties, covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as set forth herein.

1. Purchase and Sale of Transferred Assets.

1.1 Transferred Assets. On the terms and subject to the conditions and other provisions set forth in this Agreement, at the Closing (as defined below), the Sellers shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from the Sellers, free and clear of all liens, encumbrances, claims, charges, options, security interests, pledges, rights of first refusal, or other restrictions of any kind whatsoever (“**Encumbrances**”), all of the assets owned by the Sellers that are used in, held for use in, or relating in any manner to the Brand, excluding the Excluded Assets (collectively, the “**Transferred Assets**”), including the following:

- (a) all supplies related to the Brand, wherever located;

(b) all the Sellers' right, title and interest in, to and under all supplier, manufacturer, production, vendor and distributor Contracts relating to the development, marketing and promotion of the Brand, including products developed thereunder and those set forth on Schedule 1.1(b) (the "**Transferred Contracts**"). The Parties acknowledge and agree that the McCord-Wasatch Labs Manufacturing Non-Exclusive Manufacturing Agreement, effective September 6, 2017 (as may be amended, restated, supplemented or modified from time to time, the "**Wasatch Agreement**"), between McCord Holdings and Wasatch, is included in the Transferred Contracts, and at the Closing, it shall be fully assigned to Purchaser; *provided*, notwithstanding anything to the contrary contained herein, Purchaser acknowledges and agrees that the assignment of the Wasatch Agreement does not provide Purchaser with any rights to any assets contemplated by the Wasatch Agreement that are not included in the Transferred Assets (including any "Product", "Formula", "Licensed Rights" or "Intellectual Property", each as defined in the Wasatch Agreement);

(c) the Seller IP Rights owned by the Sellers (collectively, the "**Transferred IP Rights**"), including those certain marks related to "OLIVAMINE" set forth on Schedule 1.1(c) (collectively, the "**Olivamine Marks**").

(d) to the extent assignable, any Permits;

(e) the records of the Brand, including all manufacturing records (including all manufacturing quality records, batch records and the like), clinical records (including all clinical evidence, trial data and related information), data, results, and other information and materials maintained by the Sellers, including all records, research and development materials, service and warranty records, operating guides and manuals, creative materials, intellectual property materials, studies, cost and pricing information, supplier lists and records, regulatory records and correspondence (including, all FDA applications, registrations, approvals and correspondence);

(f) all master batch records (including any change control documents and other documented changes to the formulas relating to the Skincare Products included in the Transferred Assets), master compounding records (if in existence), the last five (5) batch records, and the actual formulas and recipes of the such Skincare Products, including the ingredients, quantities, processes and methods to produce such Skincare Products (collectively, the "**Formula Documents**");

(g) all of rights, recoveries, refunds, counterclaims, rights of set-off and claims (choate or inchoate, known or unknown, matured or unmatured, accrued or contingent) relating to the Brand, against third parties, including warranty and other Contract claims (express, implied or otherwise); *provided*, the foregoing shall not include any Contract claim that is an Excluded Asset or Excluded Liability;

(h) all work-for-hire Contracts and similar Contracts relating to the ownership of the Seller IP Rights developed for or used in the Brand by the Sellers' current or former employees or independent contractors;

(i) the name "Olivamine", "Creamsicle" and any derivations of such names (including common law trademarks and tradenames related thereto) which are used in the ordinary course of the promoting the Brand prior to the Closing; and

- (j) all goodwill of the Sellers related to the Brand.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the following assets of the Sellers currently related to the Brand are excluded from the purchase and sale of assets hereunder, and the term “Transferred Assets” excludes the following (the “**Excluded Assets**”):

- (a) all cash and cash equivalents, including readily marketable securities, of the Sellers as of the Closing;
- (b) all real estate or options to own real estate;
- (c) all minute books and stock transfer ledgers of the Sellers and all Tax Returns of the Sellers and all personnel records and other records that the Sellers are required by applicable Laws to retain in its possession;
- (d) the incorporation documents, including articles of incorporation, certificate of limited partnership, bylaws, partnership agreement and any other similar documents, each as amended through the Closing Date (collectively, the “**Incorporation Documents**”) of the McCord Research and McCord Holdings and such Sellers’ qualifications (if applicable) to conduct business as foreign entities, arrangements with registered agents relating to foreign qualification, taxpayer and other identification numbers, seals and all other similar records of the Sellers;
- (e) any claims, rights and interests in and to any refunds of Taxes with respect to the Transferred Assets and the Brand for all taxable periods ending on or prior to the day immediately prior to the Closing Date;
- (f) Seller Employee Plans;
- (g) insurance policies;
- (h) any Intellectual Property Rights unrelated to the Brand, including (i) all registered or common law trademarks owned by any Seller other than the Olivamine Marks, and (ii) all of the following Intellectual Property Rights that are not used in the Brand: Intellectual Property Rights relating to wound care products, animal care products, dietary and nutritional supplements and vitamins, and all products sold under the Pinnaclife and Viniferamine brands;
- (i) the name “McCord Research” and “McCord Holdings”; and
- (j) all of the Sellers’ rights under or pursuant to this Agreement and the other Transaction Documents and any rights, claims or causes of action of any Seller against any third party directly and solely pertaining to any Excluded Liabilities.

1.3 Excluded Liabilities. Purchaser is not assuming (and nothing in this Agreement shall be construed as causing or requiring Purchaser to assume), and will not be liable for any direct or indirect liability, duty or obligation of any kind (including strict, joint and several liability), equitable or injunctive remedies or relief, response costs, debts, guaranties, endorsements, claims, losses, lost profits, diminution in value, consequential damages (including those based on a multiple), loss of business or reputation, payables, expenses, deficiencies,

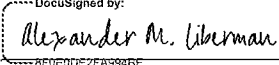
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**PURCHASER:**

MEDLINE INDUSTRIES, LP,  
an Illinois limited partnership

By: Mozart GP, LLC,  
a Delaware limited liability company

Its: General Partner

By:   
Name: Alexander M. Liberman  
Title: Assistant Secretary

**MCCORD RESEARCH:**

MCCORD RESEARCH, INC.,  
a Nevada corporation

By: \_\_\_\_\_  
Name: Dr. Darlene E. McCord  
Title: President

**MCCORD HOLDINGS:**

MCCORD HOLDINGS, INC.,  
a Nevada corporation

By: \_\_\_\_\_  
Name: Dr. Darlene E. McCord  
Title: President

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**PURCHASER:**

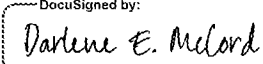
MEDLINE INDUSTRIES, LP,  
an Illinois limited partnership

By: Mozart GP, LLC,  
a Delaware limited liability company  
Its: General Partner

By: \_\_\_\_\_  
Name: Alexander M. Liberman  
Title: Assistant Secretary

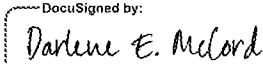
**MCCORD RESEARCH:**

MCCORD RESEARCH, INC.,  
a Nevada corporation

By: DocuSigned by:  
  
Name: AZ3CB9F5C9248E... Dr. Darlene E. McCord  
Title: President

**MCCORD HOLDINGS:**

MCCORD HOLDINGS, INC.,  
a Nevada corporation

By: DocuSigned by:  
  
Name: AZ3CB9F5C9248E... Dr. Darlene E. McCord  
Title: President

**SCHEDULE 1.1(c)**

**TRANSFERRED IP RIGHTS**

**Olivamine Marks:**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>
OLIVAMINE	Philippines	4-2012-8979
	United States	3,567,697
	United States	6,180,809
OLIVAMINE10	Australia	1148714
	Canada	908,671
	China	1148714
	European Union	1148714
	Indonesia	IDM000495126
	Indonesia	IDM000472461
	Japan	1148714
	Malaysia	2012016270
	Malaysia	2012016269
	Mexico	1354883
	Mexico	1354884
	New Zealand	968461
	Philippines	4-2013-00000194
	Singapore	1148714
	South Korea	1148714
	Taiwan	1716265
	Thailand	181126870
	Thailand	171122975
	United Kingdom	00801148714
	United States	4,941,667
	WIPO	1148714