

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756282

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/18/2022

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caldwell Consumer Health, LLC d/b/a Revive Personal Products Company		09/09/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	HPSRX Enterprises Inc.
Street Address:	1640 Roanoke Blvd
City:	Salem
State/Country:	VIRGINIA
Postal Code:	24153
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1206690	GYNOL II
Registration Number:	3794559	OPTIONS GYNOL II
Registration Number:	4372344	GYNOL II
Registration Number:	4375761	OPTIONS GYNOL II
Registration Number:	1609550	CONCEPTROL
Registration Number:	3785974	OPTIONS CONCEPTROL
Registration Number:	4053489	OPTIONS GYNOL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 609.718.0979

Email: lisa.bianco@stevenslee.com

Correspondent Name: Stevens & Lee PC

Address Line 1: Princeton Pike Corporate Center

Address Line 2: 100 Lenox Drive, Suite 200

Address Line 4: Lawrenceville, NEW JERSEY 08648

CH \$190.00 1206690

NAME OF SUBMITTER:	lisa bianco
SIGNATURE:	/lisabianco/
DATE SIGNED:	09/20/2022
Total Attachments: 3 source=HPSRXGEN -Executed IP Assignment from CCH#page1.tif source=HPSRXGEN -Executed IP Assignment from CCH#page2.tif source=HPSRXGEN -Executed IP Assignment from CCH#page3.tif	

Schedule A

IP ASSIGNMENT
(Supplemental)

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), *nunc pro tunc*, April 18, 2022, is made by CALDWELL CONSUMER HEALTH, LLC, a Delaware limited liability company (d/b/a Revive Personal Products Company) (“Seller”), in favor of HPSRX ENTERPRISES, INC, a Virginia corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated April 18, 2022, between Buyer and Seller (the Agreement) as well as the September 9, 2022 Addendum to that Agreement.

WHEREAS, under the terms of the Agreement and Addendum, Seller conveyed, transferred, and assigned to Buyer, among other assets, the Purchased IP, as defined by the Agreement and Addendum, and agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to, the Purchased IP, including, without limitation:

- (a) the trademarks set forth hereinbelow and all issuances, extensions and renewals thereof, (collectively, the “Marks”), together with the goodwill of the business connected with the use of, and symbolized by, the Marks, as identified below:

GYNOL II® (US Reg. No. 1206690)

OPTIONS GYNOL II® (US Reg. No. 3794559)

GYNOL II® (US Reg. No. 4372344)

OPTIONS GYNOL II® (US Reg. No. 4375761)

CONCEPTROL (US Reg No. 1609550 -canceled)

OPTIONS CONCEPTROL (US Reg. No. 3785974 - canceled)

OPTIONS GYNOL (US Reg. No. 4053489 - canceled)

2. Recordation and Further Actions. Seller hereby authorizes all applicable government officials, including, without limitation, the Commissioner for Patents and 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 IP Assignment upon request by Buyer following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns; and legal representatives, including the execution and delivery of any affidavit's; declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Purchased IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree this IP Assignment is entered into pursuant to the Agreement and Addendum, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Purchased IP. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement and Addendum 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 Agreement and Addendum and the terms hereto, the terms of the Agreement and Addendum shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, said ASSIGNOR has executed or caused this Assignment to be executed as of the date listed above.

By:



Michael Lesser, CEO
CALDWELL CONSUMER HEALTH, LLC, dba REVIVE PERSONAL
PRODUCTS COMPANY