

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultima Holdco, Inc.		09/12/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wellmore Holdings, LLC		
Street Address:	Optima White Tower, 21500 Biscayne Bouelvard, Suite 600		
City:	Aventura		
State/Country:	FLORIDA		
Postal Code:	33180		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90585421	KEEP WELL BRANDS	
Serial Number:	90634870	WELLMORE HOLDINGS	
CORRESPONDENCE DATA			
Fax Number:	2026002261		
<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:	(202) 600-2270		
Email:	aspivak@mosaiclegalgroup.com		
Correspondent Name:	Andrew Spivak c/o Mosaic Legal Group		
Address Line 1:	5185 MacArthur Boulevard, NW, Suite 350		
Address Line 4:	Washington, D.C. 20016-3341		
NAME OF SUBMITTER:	Andrew N. Spivak		
SIGNATURE:	/Andrew N. Spivak/		
DATE SIGNED:	09/14/2022		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of September 12, 2022, by and between Ultima Holdco, Inc., a Delaware corporation (“Assignor”) and WellMore Holdings, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Reorganization Agreement (as defined below).

WHEREAS, Assignor, Assignee and certain other parties are parties to that certain Reorganization Agreement, of even date herewith (the “Reorganization Agreement”);

WHEREAS, in connection with the execution of the Reorganization Agreement, Assignor has agreed to enter into, execute and deliver this IP Assignment conveying, transferring, and assigning all the Excluded Intellectual Property to Assignee.

NOW, THEREFORE, in exchange for the consideration stated in the Reorganization Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assigned IP. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of the Assignors’ right, title, and interest in and to the following (collectively, the “Assigned IP”):

(a) all Excluded Intellectual Property, including the intellectual property listed on Schedule A hereto;

(b) all goodwill associated therewith, licenses, sublicenses, agreements, covenants not to sue, and permissions granted and obtained with respect thereto, and rights thereunder;

(c) 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; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments,

powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Reorganization Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Reorganization Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP.

4. Governing Law. This IP Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction other than the State of Delaware.

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


6. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one instrument. Any signatures to this IP Assignment obtained via facsimile, photocopy, portable document format (".pdf"), or other electronic format shall be deemed original signatures in all cases.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

ULTIMA HOLDCO, INC.


By:  _____
Name: Jose Minski
Title: Chief Executive Officer

ASSIGNEE:

WELLMORE HOLDINGS, LLC

By: WM Partners LP, its manager

By: WM Partners GP II, LLC, its general partner

By:  _____
Name: Jose Minski
Title: Authorized Person

SCHEDULE A

<u>Mark</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
WELLMORE HOLDINGS	4/9/2021	Pending (approved)	Pending (approved)	United States
KEEP WELL BRANDS	3/17/2021	Pending (approved)	Pending (approved)	United States

Domain Names:

- getwellmore.com
- wellmoreholdings.net
- wmpartners.net

[Exhibit A to IP Assignment]