# OP \$115.00 6161227

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM777541

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RMC Pharmaceutical Solutions, Inc.		12/30/2022	Corporation: COLORADO

### **RECEIVING PARTY DATA**

Name:	RMC Pharmaceutical Solutions, LLC
Street Address:	1851 Lefthand Circle, Suite A
City:	Longmont
State/Country:	COLORADO
Postal Code:	80501
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	6161227	BELL CURVE OF COMPLIANCE
Registration Number:	5490619	RESPONSIVE MEASURED CREATIVE
Registration Number:	5490618	BOLT-ON CMC
Registration Number:	5317951	CHROMANOTIFY

# **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:** 3034021600

**Email:** docketing@bhgrlaw.com

Correspondent Name: BERG HILL GREENLEAF RUSCITTI LLP

Address Line 1: 1712 PEARL STREET

Address Line 4: BOULDER, COLORADO 80302

NAME OF SUBMITTER:	David S. Kerr	
SIGNATURE:	/David S. Kerr/	
DATE SIGNED:	12/30/2022	

## **Total Attachments: 3**

source=RMC\_-\_Trademark\_Assignment\_Agreement\_4862-0218-0673\_v.5-2#page1.tif source=RMC\_-\_Trademark\_Assignment\_Agreement\_4862-0218-0673\_v.5-2#page2.tif

source=RMC\_-\_Trademark\_Assignment\_Agreement\_4862-0218-0673\_v.5-2#page3.tif

### ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Assignment"), effective as of December 30, 2022 (the "Effective Date"), is between RMC Pharmaceutical Solutions, Inc., having a principal place of business at 1851 Lefthand Circle, Suite A, Longmont, CO 80501 (the "Assignor"), and RMC Pharmaceutical Solutions, LLC, having a principal place of business at 1851 Lefthand Circle, Suite A, Longmont, CO 80501 (the "Assignee").

WHEREAS, the Assignor is the owner of all rights, title, interest, and goodwill in the trademarks and service marks set forth on <u>Schedule A</u> attached hereto and incorporated herein by reference (the "Marks"); and is desirous of delivering its entire right, title and interest in and to the Marks; and

WHEREAS, the Assignee desires to acquire the entire right, title, interest, and goodwill in and to the Marks, including all common law rights therein;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed:

- 1. Assignor does hereby sell, assign, transfer, and convey to the Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Marks, together with all associated goodwill and all related rights derived from and in connection with, the Marks, and all registrations and applications for registration of the Marks in the United States and any foreign jurisdictions, including any renewals and extensions of any registration that is or may be secured, and including all (i) income, royalties and rights to payment with respect to the Marks, and (ii) rights of Assignor to sue and recover for any past, present or future infringement, dilution, damage or injury of the Marks and collect profits or damages with respect to the same;
- 2. Assignor agrees to execute, secure and provide upon request any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that the Purchaser reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment;
- 3. Assignor does hereby authorize and request the Commissioner for Trademarks of the United States and the equivalent officers of all foreign trademark offices to issue any original or reissue registration certificates or equivalent which may be issued relating to the Marks to Assignee, its successors and assigns;
- 4. The provisions of this Assignment inure to the benefit of the Purchaser, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment. This Assignment may be executed in two or more counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, i.e., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes.

Assignor:	Assignee:		
RMC Pharmaceutical Solutions, Inc.	RMC Pharmaceutical Solutions, LLC		
7m	₹ <del>n</del>		
Timothy Joy, Chief Executive Officer	Timothy Joy, Chief Executive Officer		
Date: 12/30/2022	Date:12/30/2022		

# **SCHEDULE A**

Mark	Filing date	Reg. date	Good/Services
	Serial No.	Reg. No.	
BELL CURVE OF	Feb. 8, 2019	Sep. 29, 2020	Consulting services in the
COMPLIANCE	88/294,175	6,161,227	fields of biotech, pharma
			R&D, genetic sciences, lab
			testing, diagnostics,
			pharmacogenetics (042)
RESPONSIVE	Oct. 18, 2017	Jun. 12, 2018	[same as above] + technica
MEASURED CREATIV	87/649,537	5,490,619	consulting in the field of
			pharmaceutical studies
BOLT-ON CMC	Oct. 18, 2017	Jun. 12, 2018	[same as above]
	87,649,532	5,490,618	
CHROMANOTIFY	Apr. 25, 2016	Oct. 24, 2017	Computer software for
	87/012,618	5,317,951	communicating with users
			hand-held computers;
			computer software for
			sending data from
			chromatography equipmer
			via SMS (IC009)

The following unregistered, common law trademarks and service marks:



**RECORDED: 12/30/2022** 



