

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upright Posture Walker, LLC		02/07/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FirstStreet for Boomers and Beyond, Inc.		
Street Address:	1998 Ruffin Mill Road		
City:	S. Chesterfield		
State/Country:	VIRGINIA		
Postal Code:	23834-5913		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6247421	UPW	
Registration Number:	6263201	UPRIGHT POSTURE WALKER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-609-6800		
Email:	nytmocket@mccarter.com		
Correspondent Name:	McCarter & English, LLP; Irene Hurtado		
Address Line 1:	825 Eighth Avenue, 31st Floor		
Address Line 2:	Worldwide Plaza		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Irene Hurtado		
SIGNATURE:	/Irene Hurtado/		
DATE SIGNED:	02/13/2023		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of February 7, 2023, is made by and between on the one hand Protostar, Inc. ("**Protostar**"), a Delaware corporation, located at 9245 Twin Trails Drive, #721929, San Diego, CA 721929, and Upright Posture Walker, LLC ("**UPW**") a California Limited Liability company located at 9245 Twin Trails Drive, #721929, San Diego, CA 721929 (Protostar and UPW collectively "**Sellers**") and on the other hand firstStreet for Boomers and Beyond, Inc., ("**Buyer**"), a Virginia corporation and a wholly-owned subsidiary of Journey Health & Lifestyle Brands Inc., located at 1998 Ruffin Mill Road, S. Chesterfield, VA 23834-5913, the purchaser of certain assets of Sellers pursuant to the Asset Purchase Agreement dated as of February 1, 2023 among Buyer and Sellers and certain other parties names therein (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Sellers agree as follows:

Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Sellers' right, title, and interest in and to the following:

(a) Sellers' respective trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark Registrations**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Registrations;

(b) all unregistered, common law trademark rights assigned to Buyer pursuant to the Asset Purchase Agreement (the "**Assigned Common Law Trademarks**"), including the right to obtain trademark registrations for such Assigned Common Law Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Common Law Trademarks (Assigned Trademark Registrations and Assigned Common Law Trademarks herein collectively referred to as "**Assigned Trademarks**");

(c) all rights of any kind whatsoever of Sellers accruing under any of the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks ; and

(e) any and all claims and causes of action with respect to any of the Assigned Trademarks, 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.

Recordation and Further Actions. Sellers hereby authorize 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 Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Sellers 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 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 Trademarks to Buyer, or any assignee or successor thereto.

Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

Governing Law. This Trademark 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 Trademark 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

My Commission Expires: _____

Notary Public
Printed Name:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

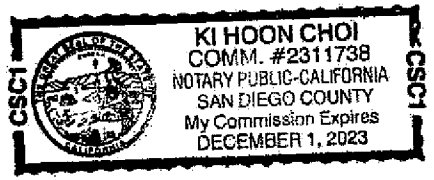
State of California
County of San Diego

On February 06, 2023 before me, Ki Hoon Choi, Notary Public
(insert name and title of the officer)

personally appeared Craig Shugert
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity(ies), and that by his/~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

ACCEPTED:

FIRSTSTREET FOR BOOMERS AND
BEYOND, INC.

By: [Signature]

Name: Thomas McNally

Title: Chief Financial Officer

Address for Notices: 1998 Ruffin Mill Road,
S. Chesterfield VA 23834-5913

ACKNOWLEDGMENT

STATE OF Virginia
City COUNTY OF Colonial Heights

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)SS.
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On the 7th day of February, 2023, before me personally appeared Thomas McNally, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his authorized capacity as the Chief Financial Officer of firstStreet for Boomers and Beyond, Inc., the Virginia corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of firstStreet for Boomers and Beyond, Inc. for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Kayla Marie Jefferson


My Commission Expires: 05/31/2026

KAYLA MARIE JEFFERSON
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MAY 31, 2026
COMMISSION # 7886288

SCHEDULE 1

Assigned Trademarks

Assigned Trademark Registrations

Mark	Jurisdiction	Registrant	Registration Number	Registration Date
PROTOSTAR	United States	PROTOSTAR	4,961,098	5 /17/2016
LIFEWALKER	United States	PROTOSTAR	4,966,210	5 /24/2016
UPWALKER	China	PROTOSTAR	39090111	2/21/2020
UPWALKER	European Union	PROTOSTAR	017895815	9 /13/2018
UPWALKER	United Kingdom	PROTOSTAR	UK00917895815	9 /13/2018
UPWALKER	United States	PROTOSTAR	5,499,564	6 /19/2018
UPWALKER	Taiwan	PROTOSTAR	2041287	2/16/2020
UPWALKER	Vietnam	PROTOSTAR	395141	8/5/2021
CARDIOACCELERATOR	United States	PROTOSTAR	6,472,831	8/31/2021
	United States	UPW	6,247,421	1/12/2021
UPRIGHT POSTURE WALKER	United States	UPW	6,263,201 (Supplemental Register)	2/02/2021