

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESPIRE MEDICAL HOLDINGS LLC		05/17/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	ORTHO SOLUTIONS, LC d/b/a DYNAFLEX		
Street Address:	8050 Hawk Ridge Trail		
City:	Lake St. Louis		
State/Country:	MISSOURI		
Postal Code:	63367		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5384215	RESPIRE BLUE EF+	
Registration Number:	5425063	RESPIRE PINK EF+	
Serial Number:	90665407	RESPIRE PINK FLEX	
Registration Number:	3935992	RESPIRE MEDICAL	
Registration Number:	6709245	WHOLE YOU	
Serial Number:	97215637	WHOLE YOU	
Serial Number:	97215717	WHOLE YOU	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Michael J. Hickey		
Address Line 1:	600 Washington Avenue, Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Aleen Mitchell		
SIGNATURE:	/Aleen Mitchell/		
DATE SIGNED:	05/24/2023		

OP \$190.00 5384215

Total Attachments: 19

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Agreement**”) is made and entered into as of May 17, 2023 (the “**Effective Date**”), by and between RESPIRE MEDICAL HOLDINGS LLC, a New York limited liability company (“**Seller**”) and ORTHO SOLUTIONS, LC d/b/a DYNAFLEX, a Missouri limited liability company (“**Buyer**”). Seller and Buyer are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

Capitalized terms used but not otherwise defined herein shall have their respective meanings given to such term in that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and between the Seller and Buyer. Pursuant to the Purchase Agreement, the Seller agreed, among other things, to sell, transfer, assign, convey, and deliver to Buyer certain Purchased Assets, including without limitation, the Intellectual Property Assets (as defined in the Purchase Agreement).

In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties therefore agree as follows:

1. **Intellectual Property Assets.** The Intellectual Property Assets include the patents, patent applications, trade names, trademarks and domain names identified in Schedule A. Seller hereby acknowledges, agrees and affirms that the Intellectual Property Assets may be registered in names that do not reflect the full and correct legal name of Seller (including, without limitation, “Respire Medical Holding”, “Respire medical Holdings LLC”, “Respire Medical Holdings, LLC”, “Respire Medical Holdings”, and/or “Respire Medical LLC”), and that such Intellectual Property Assets are nevertheless owned by Seller, and that such Intellectual Property Assets are being assigned to Buyer hereunder.

2. **Assignment.** Seller hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Buyer, subject to the terms of the Purchase Agreement: (i) all of Seller’s worldwide right, title, and interest in and to the Intellectual Property Assets and all goodwill associated therewith, the same to be held by Buyer for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns, and other legal representatives; (ii) all rights to royalties, fees, income, payments, and other proceeds derived from the Intellectual Property Assets from and after the Effective Date, and all amounts receivable or due and owing on the Effective Date; (iii) all rights to sue or recover and retain damages for past, present, and future infringement, dilution, misappropriation or other violation of any of the Intellectual Property Assets; and (iv) all of Seller’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Intellectual Property Assets in the name of the Buyer, its successors and assigns. Buyer hereby accepts the assignment of the Intellectual Property Assets and assumes each obligation of Seller with respect thereto.

3. **Authorization.** Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights in the United States Copyright Office and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Buyer and to record Buyer as owner thereof, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

4. **Further Assurances.** Seller shall execute any assignments or other documents as reasonably requested by Buyer to confirm, perfect or record this Assignment Agreement or Buyer’s ownership of any of the Intellectual Property Assets. As between Seller and Buyer, Buyer shall be

responsible, at Buyer's expense, for filing this Agreement and/or other documents, certificate, and instruments of conveyance with the applicable authorities, provided that, upon Buyer's reasonable request, and at Buyer's expense, 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 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 Intellectual Property Assets in accordance with this Agreement to Buyer, or any of Buyer's successors or assigns.

5. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. **Terms of the Purchase Agreement.** This Agreement is entered into pursuant to the Purchase Agreement and is subject to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri applicable to contracts made and to be performed wholly within said state, without regard to conflicts of law principles.

8. **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile, email or other electronic transmission, which transmission shall be deemed delivery of an originally executed document.

[Remainder of Page Intentionally Blank – Signature Page Follows]

Executed as of the date first above written.

RESPIRE MEDICAL HOLDINGS LLC

By: 
Name: David Walton
Title: CEO

ORTHO SOLUTIONS, LC

By: _____
Name: Darren Buddemeyer
Title: CEO

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

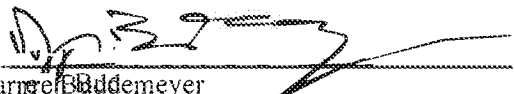
TRADEMARK
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Executed as of the date first above written.

RESPIRE MEDICAL HOLDINGS LLC

By: _____
Name: David Walton
Title: CEO

ORTHO SOLUTIONS, LC

By:  _____
Name: Darin Biddemeyer
Title: CEO

SCHEDULE A

INTELLECTUAL PROPERTY ASSETS

PATENTS, PATENT APPLICATIONS

Type of Patent	Application No.	Date of Filing	Publication No.	Patent No.	Issuance Date
Utility	17830778.1	6/21/2017	EP3488832A1	EP3488832B1	8/3/2022
Utility	16/083,923	6/21/2017	US2019/0110866A1	11,648,088	5/16/2023
Utility	17885581.3	12/14/2017	EP3563813A1	EP3563813B1	4/20/2022
Utility	16/474,204	12/14/2017	US2020/0121493A1	N/A	N/A

Type of Patent	Application No.	Date of Filing	Publication No.	Patent No.	Issuance Date
Utility	19810811	3/20/2019	EP3811895A1	N/A	N/A
Utility	17/059,484	3/20/2019	US2021/0212801A1	N/A	N/A
Utility	20866861.6	3/9/2020	EP4032513A1	N/A	N/A
Utility	17/641,121	3/9/2020	N/A	N/A	N/A
Utility	20905715.7	12/22/2020	N/A	N/A	N/A

Type of Patent	Application No.	Date of Filing	Publication No.	Patent No.	Issuance Date
Utility	17787,605	12/22/2020	US2022/0409426A1	N/A	N/A
Design	N/A	8/27/2020	N/A	DM/211459	8/27/2020
Design	N/A	8/27/2020	N/A	82114590001000	8/27/2020
Design	N/A	8/27/2020	N/A	82114590002000	8/27/2020
Design	N/A	8/27/2020	N/A	82114590003000	8/27/2020

Type of Patent	Application No.	Date of Filing	Publication No.	Patent No.	Issuance Date
Design	N/A	8/27/2020	N/A	82114590004000	8/27/2020
Design	N/A	8/27/2020	N/A	82114590005000	8/27/2020
Design	N/A	8/27/2020	N/A	82114590006000	8/27/2020
Design	29/725,757	2/27/2020	N/A	US D950,066 S	4/26/2022
Design	29/828,567	2/28/2022	N/A	US D970,011 S	11/15/2022

Type of Patent	Application No.	Date of Filing	Publication No.	Patent No.	Issuance Date
Design	29/828,568	2/28/2022	N/A	US D970,012 S	11/15/2022
Design	35/510,875	8/27/2020	N/A	US D983,975 S	4/18/2023
Design	29/865,306	7/19/2022	N/A	N/A	N/A
Design	29/865,307	7/19/2022	N/A	N/A	N/A
Design	002847376-0001	11/4/2015	11/4/2015	002847376-0001	11/4/2015

Type of Patent	Application No.	Date of Filing	Publication No.	Patent No.	Issuance Date
Design	29/528,325	5/28/2015	N/A	US D777,930 S	1/31/2017
Design	201530484802.X	11/27/2015	N/A	CN 30344544 S	9/7/2016
Design	002847376-0004	11/4/2015	N/A	002847376-0004	11/4/2015
Design	29/528,334	5/28/2015	N/A	US D777,931 S	1/31/2017
Design	201530484426.4	11/27/2015	N/A	CN 303844543 S	9/7/2016

Type of Patent	Application No.	Date of Filing	Publication No.	Patent No.	Issuance Date
Design	29/517,248	2/11/2015	N/A	D752,760 S	3/29/2016
Design	002847376-0003	11/4/2015	N/A	002847376-0003	11/4/2015
Design	29/528,330	5/28/2015	N/A	D 756,521 S	5/17/2016
Design	201530485395.4	11/27/2015	N/A	CN 303844545 S	9/7/2016
Design	002847376-0002	11/4/2015	N/A	002847376-0002	11/4/2015

Type of Patent	Application No.	Date of Filing	Publication No.	Patent No.	Issuance Date
Design	29/528,328	5/28/2015	N/A	D 756,520 S	5/17/2016
Design	201530484475.8	11/27/2015	N/A	CN 303827733 S	8/31/2016
Design	29/360,326	4/23/2010	N/A	D 639,439 S	6/7/2011
Design	29/360,327	4/23/2010	N/A	D639,440 S	6/7/2011
Design	N/A	3/18/2022	N/A	DM/219738	3/18/2022

Type of Patent	Application No.	Date of Filing	Publication No.	Patent No.	Issuance Date
Design	35/516,680	3/24/2023	N/A	N/A	N/A

TRADE NAMES, TRADEMARKS

Respire Blue+
Respire Blue EF+
Respire Pink AT
Respire Pink EF AT
Respire Pink Micro
Respire Pink EF Micro
Respire Digital Splint
Pink AT Technology
Blue+ Design

Country	Mark	Application No.	Date of Filing	Registration No.	Date of Registration
European Union	RESPIRE BLUE	17600651	12/14/2017	17600651	5/15/2018
United Kingdom	RESPIRE BLUE	UK00917600651	12/14/2017	UK00917600651	5/15/2018
United States	RESPIRE BLUE EF+	87/436,963	5/4/2017	5,384,215	1/23/2018

Country	Mark	Application No.	Date of Filing	Registration No.	Date of Registration
European Union	RESPIRE PINK	17600503	12/14/2017	17600503	5/15/2018
United Kingdom	RESPIRE PINK	UK00917600503	12/14/2017	UK00917600503	5/15/2018
United States	RESPIRE PINK EF+	87/425,850	4/27/2017	5,425,063	3/13/2018
Benelux	RESPIRE PINK FLEX	1450990	9/29/2021	1,450,990	12/18/2021
WIPO	RESPIRE PINK FLEX	1629574	10/15/2021	1629574	10/15/2021

Country	Mark	Application No.	Date of Filing	Registration No.	Date of Registration
United States	RESPIRE PINK FLEX	90/665,407	4/22/2021	(Intl. Reg. 1629574)	N/A
United States	RESPIRE MEDICAL	77/947,453	3/1/2010	3,935,992	3/22/2011
Canada	WHOLE YOU	1757560-00	12/2/2015	TMA1,115,613	12/9/2021
United Kingdom	WHOLE YOU	UK00801182735	4/26/2013	UK00801182735	10/7/2014
United States	WHOLE YOU	88/730,239	12/17/2019	6,709,245	4/26/2022

Country	Mark	Application No.	Date of Filing	Registration No.	Date of Registration
WIPO	WHOLE YOU	1182735A	4/26/2013	1182735A	4/26/2013
Canada	Whole You	1760814	12/22/2015	TMA1,115,614	12/9/2021
United Kingdom		UK00801273396	1/27/2015	UK00801273396	9/14/2016
United States	Whole You	97/215,637	1/12/2022	N/A	N/A
WIPO	Whole You	1273396A	1/27/2015	1273396A	1/27/2015

Country	Mark	Application No.	Date of Filing	Registration No.	Date of Registration
Canada	Whole you	1760825	12/22/2015	TMA1,097,916	4/9/2021
United Kingdom	Whole you	UK00801273575	1/27/2015	UK00801273575	9/21/2016
United States	Whole you	97/215,717	1/12/2022	N/A	N/A
WIPO	Whole you	1273575A	1/27/2015	1273575A	1/27/2015

DOMAIN NAMES

Respire Medical	respiremedical.com
Whole You	wholeyou.com
	wholeyou.us
	whole-you.com
	whole-you.org
Prescription, testing, diagnosis	rx.wholeyou.com/products/prescription
Customer Growth Support Center	growthsupport.wholeyou.com/