

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820398

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900773720		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clinvest Research, LLC		05/01/2023	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clinvest Headlands, LLC		
<b>Street Address:</b>	130 John F. Kennedy Drive, Suite 203		
<b>City:</b>	Lake Worth		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33462		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2995083	CLINVEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043659532		
<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>			
<b>Phone:</b>	404-504-7656		
<b>Email:</b>	aklein@mmmlaw.com		
<b>Correspondent Name:</b>	Ashley N. Klein		
<b>Address Line 1:</b>	1600 Atlanta Financial Center		
<b>Address Line 2:</b>	3343 Peachtree Rd. NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>ATTORNEY DOCKET NUMBER:</b>	39776-155044		
<b>NAME OF SUBMITTER:</b>	Ashley N. Klein		
<b>SIGNATURE:</b>	/Ashley N. Klein/		
<b>DATE SIGNED:</b>	06/28/2023		
<b>Total Attachments: 6</b>			
source=15829926 (1) (39776_155044) (Clinvest - Intellectual Property Assignment and Assumption Agreement (Executed))#page1.tif			

source=15829926 (1) (39776\_155044) (Clinvest - Intellectual Property Assignment and Assumption Agreement (Executed))#page2.tif

source=15829926 (1) (39776\_155044) (Clinvest - Intellectual Property Assignment and Assumption Agreement (Executed))#page3.tif

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source=15829926 (1) (39776\_155044) (Clinvest - Intellectual Property Assignment and Assumption Agreement (Executed))#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of May 1, 2023 (the "Effective Date"), by and between **CLINVEST RESEARCH, LLC**, a Missouri limited liability company, having its principal place of business at 909 E Republic Rd Building D 200, Springfield, MO 65807 ("Assignor"), and CLINVEST HEADLANDS, LLC, a Delaware limited liability company and wholly-owned subsidiary of Purchaser (as defined below), having its principal place of business at 130 John F. Kennedy Drive, Suite 203, Lake Worth, Florida 33462 ("Assignee"). Assignor and Assignee are sometimes referred to in this Assignment individually as a "Party" and together as the "Parties." Capitalized terms not otherwise defined in this Assignment shall have the meanings set forth in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor is the sole and exclusive owner of the name, trademark, service mark and logo set forth on Exhibit A, and in and to all common law and applicable statutory rights therein, together with all registrations and applications therefor worldwide and all goodwill of the business symbolized thereby and associated therewith (collectively, the "Assigned Marks");

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title, and interest in and to the internet domain names and social media handles, tags, identifiers and accounts set forth on Exhibit B (collectively, the "Assigned Domain Names," and together with the Assigned Marks, the "Assigned Properties"); and

**WHEREAS**, as a condition and inducement to Headlands Research, Inc., a Delaware corporation ("Purchaser"), Assignor and Assignee being willing to consummate the Transactions set forth in that certain Asset Purchase Agreement, dated as of March 27, 2023 by and among Purchaser, Assignee, Assignor and the Owners (the "Purchase Agreement"), Assignor and Assignee have entered into this Assignment, pursuant to which Assignor is assigning to Assignee all right, title and interest in, to and under the Assigned Properties, in accordance with the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Effective as of the Effective Date, Assignor does hereby irrevocably, without reservation, sell, assign, convey, transfer and deliver unto Assignee, Assignor's entire right, title and interest in, to and under the Assigned Properties, including, without limitation, all common law and statutory rights therein, together with all goodwill of the business symbolized by, and associated with, the Assigned Properties and all rights to (a) bring any action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Assigned Properties, (b) any proceeds, benefits, privileges, causes of action, and remedies relating to the Assigned Properties and (c) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse or other violation of the Assigned

Properties, in each case (clauses (a), (b) and (c)), to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

2. Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the execution, delivery and/or filing of such assignments, agreements, documents and instruments, as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment. Without limiting the foregoing, Assignor shall take such action as Assignee may reasonably request or as may be required or necessary to effect the transfer of the ownership and control over the domain names and social media handles, tags, identifiers and accounts to Assignee including, without limitation, providing Assignee with all login details, user names and passwords for the social media handles, tags, identifiers and accounts included in the Assigned Properties and, for the domain names included in the Assigned Properties, releasing any "lock" placed thereon, obtaining authorization codes with respect thereto and providing such codes to Assignee, confirming the requested transfer upon receipt of a request to do so from the registrar used by Assignee for the transfer of such domain names, and executing and delivering all authorizations necessary to effectuate electronic transfer of, and control over, such social media handles tags, identifiers and accounts and domain names to Assignee. Assignor shall bear all of the costs charged by any transferring registrar or social media company, if any, in connection with the transfer of the Assigned Properties to Assignee.

3. Assignor hereby appoints Assignee as Assignor's true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Assignor's name and stead, to: (a) take any and all reasonable steps, including proceedings at law, in equity or otherwise, and (b) execute, acknowledge and deliver any and all reasonable instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights, title and interest, and the causes of action, in Assignee, or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. This Assignment may be executed simultaneously in any number of counterparts (which may be by facsimile or electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile or electronic transmission shall be deemed to have the same legal effect as an original signed copy of this Assignment. This Assignment may be executed by any electronic signature complying with the U.S. ESIGN Act of 2000, as it may be amended.

5. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by Assignor, Assignee and Purchaser. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. This Assignment shall be governed by the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

7. Neither this Assignment nor any of the rights, interests or obligations under this Assignment shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties hereto without the prior written consent of all other parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Assignee (and any of its permitted assignees) may (in its sole discretion) (a) collaterally assign this Assignment (in whole or in part) in connection with any financing, (b) assign this Assignment (in whole or in part) to any Affiliate (including Sub) or (c) assign this Assignment (in whole or in part) to a purchaser of all or substantially all of Assignee's (or such assignee's) assets. Except with respect to the foregoing permitted assignments by Assignee, no assignment shall relieve the assigning party of any of its obligations hereunder.

8. If any term or other provision of this Assignment is determined to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this Assignment shall remain in full force and effect. Upon such determination, Assignor and Assignee shall negotiate in good faith to modify this Assignment so as to give effect to the original intent of the Parties to the fullest extent permitted by applicable Law.

9. Nothing in this Assignment shall be construed to be a modification of, or limitation on, any provision of the Purchase Agreement, including the representations, warranties and agreements set forth therein. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNEE:

**CLINVEST HEADLANDS, LLC**  
a Delaware limited liability company and  
wholly-owned subsidiary of Purchaser

DocuSigned by:

*Ann Mao*

By: \_\_\_\_\_  
336FD44AC0E747E...

Name: Ann Mao

Title: Secretary

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.


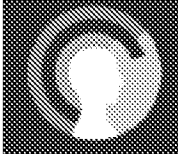
ASSIGNOR:

**CLINVEST RESEARCH, LLC,**  
a Missouri limited liability company

By:  \_\_\_\_\_  
Name: Ryan Cady  
Title: Chief Executive Officer

**EXHIBIT A**

**(Assigned Marks)**

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	STATUS
CLINVEST	78/452,784 2,995,083 US	07/19/2004 09/13/2005	Registered
CLINVEST RESEARCH	N/A N/A US	N/A N/A	Unregistered
	N/A N/A US	N/A N/A	Unregistered
	N/A N/A US	N/A N/A	Unregistered