

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Polymer, Inc.		08/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	API Buyer, LLC		
Street Address:	3963 Maple Avenue		
Internal Address:	Suite 170		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5556930	ADVABOND	
Registration Number:	6708571	PROVECTUPEL	
Registration Number:	6708401	ADVAPRINT	
Serial Number:	97672473	ADVAPEL	
CORRESPONDENCE DATA			
Fax Number:	2146653601		
<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>			
Email:	newgentk@gtlaw.com		
Correspondent Name:	GREENBERG TRAUIG, LLP		
Address Line 1:	2200 Ross Avenue		
Address Line 2:	Suite 5200		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	181871.011000		
NAME OF SUBMITTER:	Katie Newgent		
SIGNATURE:	/Katie Newgent/		
DATE SIGNED:	09/01/2023		
Total Attachments: 5			

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IP ASSIGNMENT

THIS IP ASSIGNMENT ("Agreement"), made and entered into effective as of August 31, 2023 (the "Effective Date"), is made by Advanced Polymer, Inc., a Delaware corporation, having an office at 400 Paterson Plank Road, Carlstadt, NJ 07072 ("Assignor") to API Buyer, LLC, a Delaware limited liability company having an office at 3963 Maple Avenue, Suite 170, Dallas, Texas 75219 ("Assignee"). Each of Assignee and Assignor may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, concurrently with this Agreement, the Parties are entering into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which, among other things, Assignor is selling, transferring and assigning to Assignee, and Assignee is acquiring, all right, title, and interest in, to, or under all intellectual property rights relating to Assignor's business and/or operation of Assignor, including, without limitation, the rights more specifically set forth on Schedule A attached hereto (collectively, the "Intellectual Property Assets");

WHEREAS, the Purchase Agreement contemplates the execution of this Agreement; and

WHEREAS, Assignor desires to assign and transfer to the Assignee, and Assignee desires to acquire, all right, title and interest in, to, or under the Intellectual Property Assets, subject to the conditions set forth in this Agreement and the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Effective as of the date hereof, Assignor does hereby sell, assign, and transfer to Assignee all worldwide right, title, and interest, including all common law rights, in, to, and under all of the Intellectual Property Assets (except any trademark applications filed on the basis of Assignor's intent to use such trademark for which a statement of use has not been filed, and such applications will be assigned upon filing of applicable statements of use), together with any goodwill of the business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets, including any and all divisionals, continuations, substitutions, renewals, and reissues thereof, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Further Assurances. Assignor covenants not to sue and further agrees not to challenge or oppose, or to assist another in challenging or opposing, Assignee's or its successors' and assigns' use of or exclusive ownership rights in and to the Intellectual Property Assets. Assignor hereby agrees that it will, at the reasonable request of Assignee, execute any and all applications and other documents regarding any Intellectual Property Assets and do all other and

further lawful acts that are reasonably necessary or desirable related to this Agreement. If Assignee is unable for any reason to obtain on a timely basis such executed documents from Assignor, Assignor hereby irrevocably appoints Assignee or its successors, assigns, or other legal representatives as its attorney-in-fact to execute on its behalf and to record all such documents.

3. Authorization. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions, and in any and all foreign countries, to issue any enforceable rights, including letters patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

4. Representations and Warranties. Assignor represents and warrants that Assignor has full power and authority to enter into this Agreement and undertake the obligations set forth herein, and that the signature affixed to the Agreement is duly authorized.

5. Binding Effect. This Agreement shall have an unlimited term and shall be fully binding upon and inure to the benefit of each of the Parties hereto and each of their respective successors and assigns.

6. Execution. This Agreement may be executed by each of the Parties hereto in separate counterparts (including email, facsimile or other electronically transmitted counterparts) and have the same force and effect as if it had been executed as a single document.

7. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any law, rule, or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful, or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful, or unenforceable provision.

8. Acknowledgement. The Parties acknowledge that they have been, or had the opportunity to be, represented and advised by independent legal counsel throughout the negotiations which have culminated in the execution of this Agreement, that they understand the terms of this Agreement, and that they have voluntarily executed this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned Assignor has executed this Agreement to be effective as of the Effective Date.

ADVANCED POLYMER, INC.

By: [Signature]
Name: Kuni Nakamura
Title: President

York
STATE OF NEW JERSEY)
COUNTY OF Suffolk) SS.

On the 30 day of August in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Kuni Nakamura, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

STEPHANIE M POLIDORO
Notary Public, State of New York
No. 01PO6316664
Qualified in Suffolk County
Commission Expires December 01, 2026

[Signature]
Notary Public
My Commission Expires: 12/01/2026

IN WITNESS WHEREOF, the undersigned Assignee has executed the above and foregoing Agreement as of the Effective Date.

API BUYER, LLC

By:  _____
Name: Bryan Bailey
Title: President

SCHEDULE A
Intellectual Property Assets

1. Domain Names

<https://www.adv-polymer.com/>

2. Trademarks

Country	Reg. Number/Serial Number	Reg. Date/Filing Date
United States	5,556,930	September 4, 2018
United States	6,708,571	April 19, 2022
United States	6,708,401	April 19, 2022
United States	97672473	November 10, 2022

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