

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM840332

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Verdia, Inc.		03/17/2021	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LifeLast, Inc.		
<b>Street Address:</b>	3813 Helios Way, Suite 190		
<b>City:</b>	Pflugerville		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78660		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4983162	VERDECOAT	
<b>Registration Number:</b>	4983161	VERDEFLOOR	
<b>Registration Number:</b>	4983163	VERDESEAL	
<b>Registration Number:</b>	4808099	VERDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8322393600		
<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>	832-239-3786		
<b>Email:</b>	nytef@jonesday.com		
<b>Correspondent Name:</b>	Anna E. Raimer		
<b>Address Line 1:</b>	250 Vesey Street		
<b>Address Line 4:</b>	New York, NEW YORK 10281-1047		
<b>ATTORNEY DOCKET NUMBER:</b>	014601-0116-999		
<b>NAME OF SUBMITTER:</b>	Anna E. Raimer		
<b>SIGNATURE:</b>	/Anna E. Raimer/		
<b>DATE SIGNED:</b>	09/19/2023		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated March 17, 2021 (this "Assignment"), is by and between Verdia, Inc., a Texas corporation ("Assignor"), and LifeLast, Inc., a Texas corporation (the "Assignee"). The Assignor and the Assignee are sometimes referred to individually as a "Party" and, collectively, as the "Parties."

### RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of March 17, 2021, by and among the Assignor, Assignee and Anthony Crowell, an individual residing in the State of Texas, Assignor has agreed to sell, convey, assign, transfer and deliver all of its right, title and interest in the Transferred Assets, including the Transferred Intellectual Property, to the Assignee, and the Assignee has agreed to purchase, acquire and accept such Transferred Assets from Assignor, all pursuant to the terms of the Purchase Agreement; and

WHEREAS, the Assignor and the Assignee have agreed to enter into this Assignment pursuant to which Assignor sells, conveys, assigns, transfers and delivers the Transferred Intellectual Property, including without limitation the intellectual property set forth in Schedule A, to the Assignee and pursuant to which the Assignee acquires and accepts the Transferred Intellectual Property from Assignor.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Definitions. Capitalized terms which are used but not defined in this Assignment will have the meaning ascribed to such terms in the Purchase Agreement.
2. Transferred Intellectual Property. Pursuant to the Purchase Agreement and in accordance with the terms thereof, Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, its successors and assigns, free and clear of all Liens (except for Permitted Liens), all of Assignor's right, title and interest in and to the Transferred Intellectual Property, which includes any and all goodwill connected with and symbolized by the Transferred Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and 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, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, or violation, of the rights assigned or to be assigned under this Assignment. Assignor retracts no rights in the Transferred Intellectual Property.
3. Recordation. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States of America, or any other official of any applicable governmental authority, to record Assignee as owner of the Transferred Intellectual Property and to issue any and all registrations, including renewals thereof, to and in the name of Assignee.
4. Binding Effect. The Transferred Intellectual Property is hereby sold, conveyed, assigned, transferred and delivered to the Assignee, its successors and assigns, for its and their own use and benefit, forever. It is understood that any finding of invalidity of one assignment as effected hereby will not affect the assignment of other Transferred Intellectual Property.

5. Further Assurances. Assignor will not execute any writing or do any act conflicting with this Assignment. Assignor hereby covenants that, at any time from time to time after the delivery of this Assignment, at the Assignee's reasonable request and without further consideration, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, conveyances, transfers, assignments, and assurances as the Assignee may reasonably require or that Assignee reasonably deems advisable to more effectively perfect, confirm, convey, transfer to or vest in the Assignee the Transferred Intellectual Property. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor and to execute and record as its attorney-in-fact such transfer documentation.

6. Binding on Successors; No Third Party Beneficiaries. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and, except for the Seller Indemnified Parties and the Buyer Indemnified Parties pursuant to Article VII of the Purchase Agreement, no other Person (other than the Parties), including any employee or creditor of any Party or any Affiliate thereof, will have any rights or obligations hereunder.

7. No Expansion of Terms. This Assignment is executed and delivered pursuant to the Purchase Agreement. Neither the making nor the acceptance of this Assignment will enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by the Assignor or the Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions that survive the date hereof as provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

8. Governing Law. This Assignment and the rights and duties of the Parties hereunder will be governed by and construed and interpreted in accordance with the Laws of the State of Texas, without giving effect to its principles or rules of conflict of Laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the Laws of another jurisdiction.


9. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be considered an original instrument, but all of which will be considered one and the same agreement, and will become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. Delivery of an executed counterpart of a signature page to this Assignment will be as effective as delivery of a manually executed counterpart of this Assignment. Facsimile or e-mail transmission of .pdf signatures or other electronic copies of signatures will be deemed to be originals.

*[Signature page follows immediately.]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

Verdia, Inc.

By:   
Name: Anthony D. Crowell  
Title: President

ASSIGNEE:

**LifeLast, Inc.**

By:  \_\_\_\_\_  
Name: Jeffrey Oravitz  
Title: Chief Executive Officer

**Schedule A**

**Transferred Intellectual Property**

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Verdia	86522809	2/3/15	4808099	9/8/15
VerdeCoat	86808109	11/3/15	4983162	6/21/16
VerdeFloor	86808106	11/3/15	4983161	6/21/16
VerdeSeal	86808115	11/3/15	4983163	6/21/16