# OP \$90.00 5307329

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM841877

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Molekule, Inc.		09/25/2023	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Molekule Group, Inc.	
Street Address:	10455 Riverside Drive, Suite 100	
City:	Palm Beach Gardens	
State/Country:	FLORIDA	
Postal Code:	33410	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5307329	MOLEKULE
Registration Number:	6098002	MOLEKULE AIR
Serial Number:	97833771	SCIENTIFICALLY BETTER AIR

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** (212) 873-6120

**Email:** stacy@stacygrossmanlaw.com

Correspondent Name: Stacy J. Grossman

Address Line 1: 500 Mamaroneck Ave, Suite 320 Address Line 4: Harrison, NEW YORK 10528

NAME OF SUBMITTER: Samantha Butler		
SIGNATURE:	/Samantha Butler/	
DATE SIGNED:	09/26/2023	

**Total Attachments: 3** 

source=Molekule Inc. to Molekule Group, Inc Trademark Assignment (ex 9.25.23)#page1.tif source=Molekule Inc. to Molekule Group, Inc Trademark Assignment (ex 9.25.23)#page2.tif source=Molekule Inc. to Molekule Group, Inc Trademark Assignment (ex 9.25.23)#page3.tif

TRADEMARK REEL: 008209 FRAME: 0327

### TRADEMARK ASSIGNMENT

This trademark assignment (the "Trademark Assignment") is effective as the date last signed by either of the parties, is made and entered into between Molekule, Inc. ("Assignor") and Molekule Group, Inc. ("Assignee").

WHEREAS, Assignor is the owner of U.S. Trademark Registration Nos. 5307329 for MOLEKULE and 6098002 for MOLEKULE AIR, and of U.S. Trademark Serial No. 97833771 for SCIENTIFICALLY BETTER AIR and the other marks shown in Exhibit A, together with the goodwill of the business symbolized thereby (the "Trademarks"); and

WHEREAS, Assignor has agreed to sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in the Trademarks, along with any common law rights related thereto.

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

- 1. <u>Assignment.</u> Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized thereby, including all common law rights and rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
- 2. <u>No Warranties.</u> Each of the parties represents and warrants that it has the authority to enter into this assignment agreement. Assignor makes no warranties, express or implied, with respect to the Trademarks.
- 3. **Further Assurances.** Assignor shall take all further actions, and provide to Assignee all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee, at Assignee's cost and expense, to more fully and effectively effectuate the purpose of this Assignment, including, without limitation, with respect to the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world, including the execution and delivery of assignments in recordable form necessary to assign such rights.
- 4. <u>Direction to Record.</u> Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any other applicable countries, to record Assignee as the assignee and owner of the Trademarks.

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5. <u>Counterparts.</u> This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Assignor and Assignee have each caused this Assignment to be executed as of the date first written above by its duly authorized representative.

Molekule, Inc. (Assignor)

Jason DiBona

By: Jason DiBona Its: President

September <u>18.00</u>2023

Molekule Group, Inc. (Assignee)

Pyan Patch

By: Ryan Patch

Its: Chief Legal Officer

September 25.00 \_\_\_\_\_, 2023

**RECORDED: 09/26/2023** 

# **EXHIBIT A**

Country	Mark	Reg. No.	Reg. Date
		App. No.	App. Date
United States	MOLEKULE	5307329	October 10, 2017
United States	MOLEKULE AIR	6098002	July 7, 2020
United States	SCIENTIFICALLY	97833771	March 10, 2023
	BETTER AIR		
Australia	MOLEKULE	1793752 / IR 1307769	July 26, 2016
Australia	MOLEKULE AIR	IR 1508215	December 9, 2019
Canada	MOLEKULE	TMA1055415	September 19, 2019
Canada	MOLEKULE AIR	IR 1508215	December 9, 2019
China	MOLEKULE	19136075	May 14, 2019
China	MOLEKULE	32287980	June 28, 2019
China	MOLEKULE AIR	IR 1508215	December 9, 2019
China	MOLEKULE AIR	54869879	February 21, 2022
EUTM	MOLEKULE	IR 1307769	July 26, 2016
EUTM	MOLEKULE AIR	IR 1508215	December 9, 2019
Hong Kong	MOLEKULE	304408830	June 5, 2018
Hong Kong	MOLEKULE AIR	305137498	June 5, 2020
India	MOLEKULE	IR 1307769	July 26, 2016
India	MOLEKULE AIR	IR 1508215	December 9, 2019
Israel	MOLEKULE	IR 1307769	July 26, 2016
Japan	MOLEKULE	IR 1307769	July 26, 2016
Japan	MOLEKULE AIR	IR 1508215	December 9, 2019
Mexico	MOLEKULE	IR 1307769	July 26, 2016
New Zealand	MOLEKULE	IR 1307769	July 26, 2016
Norway	MOLEKULE	IR 1307769	July 26, 2016
Russia	MOLEKULE	IR 1307769	July 26, 2016
Singapore	MOLEKULE	IR 1307769	July 26, 2016
Singapore	MOLEKULE AIR	IR 1508215	December 9, 2019
South Korea	MOLEKULE AIR	IR 1508215A	December 9, 2019
South Korea	MOLEKULE AIR	IR 1508215	December 9, 2019
South Korea	MOLEKULE	401413072	November 2, 2018
South Korea	MOLEKULE	IR 1307769	July 26, 2016
South Korea	물리쿨	401913171	September 23, 2022
Switzerland	MOLEKULE	IR 1307769	July 26, 2016
Taiwan	MOLEKULE	01826369	March 1, 2017
United Kingdom	MOLEKULE	UK00801307769	February 3, 2017
United Kingdom	MOLEKULE AIR	UK0080150825	June 22, 2020
Vietnam	MOLEKULE	IR 1307769	July 26, 2016
WIPO	MOLEKULE	IR 1307769	July 26, 2016
WIPO	MOLEKULE AIR	IR 1508215A	December 9, 2019
WIPO	MOLEKULE AIR	IR 1508215	December 9, 2019
EUTM	PECO	018062776	November 30, 2020
India	PECO	499671	August 30, 2022
South Korea	PECO	401682090	January 13, 2021
United Kingdom	PECO	UK00918062776	November 30, 2020

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