

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM842831

<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>
JDS Therapeutics, LLC		09/20/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bonafide Health, LLC		
<b>Street Address:</b>	500 Mamaroneck Avenue		
<b>Internal Address:</b>	Suite 510		
<b>City:</b>	Harrison		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10528		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90475028	RAVEEVA	
<b>Serial Number:</b>	97257223	ENERELLE	
<b>Registration Number:</b>	4433552	ZERAMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125778994		
<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>	312-577-8408		
<b>Email:</b>	deborah.wing@katten.com		
<b>Correspondent Name:</b>	Deborah Wing c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	396689-1/Bonafide Assignm		
<b>NAME OF SUBMITTER:</b>	Deborah Wing		
<b>SIGNATURE:</b>	/Deborah Wing/		
<b>DATE SIGNED:</b>	09/28/2023		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of September 20, 2023, is made by and between JDS Therapeutics, LLC (“**Assignor**”), a Delaware limited liability company, located at 500 Mamaroneck Avenue, Suite 510, Harrison, New York, 10528, in favor of Bonafide Health, LLC (“**Assignee**”), a New York limited liability company, located at 500 Mamaroneck Avenue, Suite 510, Harrison, New York, 10528 (collectively, the “**Parties**”).

WHEREAS, the Parties are related entities with common business interests;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark applications and registration set forth on Exhibit A hereto (the “**Assigned Trademarks**”) and all extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

WHEREAS, Assignor desires to transfer and assign, and Assignee desires to acquire, all right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, such Assigned Trademarks, on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the Assigned Trademarks and all extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Representations of Assignor. Assignor is an entity duly organized, validly existing and in good standing under the laws of the State of Delaware. Assignor has the power and authority necessary to enter into and perform Assignor's obligations under this Trademark Assignment. Assignor owns, and will transfer, upon consummation of the transactions contemplated hereby, good and transferable title to all of the Assigned Trademarks free and clear of any encumbrances.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first written above.

JDS Therapeutics, LLC

By: 

Name: Sara O'Brien

Title: General Counsel

Bonafide Health, LLC

By: 

Name: Sara O'Brien

Title: General Counsel

**EXHIBIT A**

**Assigned Trademarks**

Trademark Applications

Mark	Jurisdiction	Application Number	Application Date
RAVEEVA	United States of America	90/475,028	January 19, 2021
ENERELLE	United States of America	97/257,223	February 8, 2022

Trademark Registration

Mark	Jurisdiction	Registration Number	Registration Date
ZERAMAX	United States of America	4,433,552	November 12, 2013