TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM853102

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Syk Technologies, LLC		11/08/2023	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Noxy Health Products, Inc.	
Street Address:	951 Mariners Island Blvd	
Internal Address:	Suite 300	
City:	San Mateo	
State/Country:	CALIFORNIA	
Postal Code:	94403	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	90009281	NOXY FOAM
Serial Number:	90009314	ADVANOX

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: 7344184288

Email: jreitz@honigman.com

Honigman LLP/Julie E. Reitz **Correspondent Name:**

Address Line 1: 39400 Woodward Avenue, Suite 101 Address Line 4: Bloomfield Hills, MICHIGAN 48304

NAME OF SUBMITTER:	Julie E. Reitz
SIGNATURE:	/Julie E. Reitz/
DATE SIGNED:	11/13/2023

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is effective as of November 8, 2023 between SYK TECHNOLOGIES, LLC, ("Assignor"), and NOXY HEALTH PRODUCTS, INC., ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor and Assignee have entered into a license agreement where by Assignee has certain rights in the Assignors intellectual property (the "Agreement");

WHEREAS, Assignee in now desirous to acquire all of the Marks held by Assignor that is related to the business that Assignee now owns and operates.

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks of Assignor associated with the Assets as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation any consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Marks. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Marks (as defined in the Agreement), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.
- 2. Rights. The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Marks and all rights to sue for past, present or future infringement, misappropriation or other violation of the Marks, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, or assist any third party in any of the foregoing.
- 3. <u>Further Assurances</u>. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks assigned herein.
- 4. <u>Binding Effect</u>. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or

indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 6. <u>Facsimile Signatures</u>. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.
- 7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).
- 8. <u>Amendment</u>. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

SYK TECHNOLOGIES, LLC

By: Name: Title:

KIM BA MANDONG Panthen ASSIGNEE:

NOXY HEALTH PRODUCTS, INC.

Name: Timothy/R. Jacobson

Title: CEO

47929866.1

EXHIBIT A

Marks

Mark/Name	Jurisdiction	Cominal W.
NOXY FOAM	US	Serial Number 90/009,281
ADVANOX	US	90/009,314
Ł		70/007,314

TRADEMARK REEL: 008257 FRAME: 0227

RECORDED: 11/13/2023