

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eclipse MedCorp, LLC		05/20/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Crown Laboratories, Inc.		
Street Address:	207 Mockingbird Lane		
City:	Johnson City		
State/Country:	TENNESSEE		
Postal Code:	37604		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90615960	ECLIPSE	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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>			
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Jenna Marie Tracy, Esq.		
Address Line 1:	c/o Lowenstein Sandler, LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	29693.48		
NAME OF SUBMITTER:	Jenna-Marie Tracy		
SIGNATURE:	/Jenna-Marie Tracy/		
DATE SIGNED:	06/01/2022		
Total Attachments: 14			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”), dated as of May 20, 2022 (the “*Effective Date*”), is made by and between Eclipse MedCorp, LLC, a Texas limited liability company (“*Assignor*”) located at 5916 Stone Creek Drive, Suite 120, The Colony, Texas 75056, and Crown Laboratories, Inc., a Delaware corporation (“*Assignee*”) located at 207 Mockingbird Lane, Johnson City, Tennessee 37604.

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”) by and among Assignor, Assignee and the other parties thereto dated as of the date hereof, Assignor has agreed to transfer and assign to Buyer the Intellectual Property included in the Purchased Assets;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in, to and under the Intellectual Property included in the Purchased Assets, including, for the avoidance of doubt, the Purchased Trademarks, the Purchased Patents, the Purchased Copyrights, and the Purchased Domain Names;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in, to and under the Trademarks included in the Purchased Assets (the “*Purchased Trademarks*”), including, for the avoidance of doubt, the Trademarks identified on Exhibit A;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in, to and under the Patents included in the Purchased Assets (the “*Purchased Patents*”), including, for the avoidance of doubt, the Patents identified on Exhibit B;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in, to and under the Copyrights included in the Purchased Assets (the “*Purchased Copyrights*”), including, for the avoidance of doubt, the Copyrights identified on Exhibit C; and

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in, to and under the Domain Names included in the Purchased Assets (the “*Domain Names*”), including, for the avoidance of doubt, the Domain Names identified on Exhibit D.

NOW, THEREFORE, for good and valuable consideration paid or payable to Assignor by Assignee pursuant to the Purchase Agreement and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Each capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term in the Purchase Agreement.
2. Subject to the terms and conditions set forth in the Purchase Agreement, effective as of the Effective Time, Assignor hereby irrevocably sells, assigns, transfers, conveys, delivers and sets over to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, free and clear of any Encumbrances other than Permitted Encumbrances, all of Assignor’s right, title and

interest in, to and under all the Intellectual Property included in the Purchased Assets, including, for the avoidance of doubt, all Purchased Trademarks, Purchased Patents, Purchased Copyrights, and Purchased Domain Names, together with all common law rights and the goodwill associated with said Intellectual Property included in the Purchased Assets (including, for the avoidance of doubt, the Purchased Trademarks, Purchased Patents, Purchased Copyrights, and Purchased Domain Names), and all rights and privileges granted and secured thereby, including the right to sue and recover for any past, present or future infringement, said rights to be held and enjoyed by said 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 said Assignor if this Agreement and sale had not been made, together with all claims by Assignor for damages by reason of past infringement of the Intellectual Property included in the Purchased Assets (including, for the avoidance of doubt, the Purchased Trademarks, Purchased Patents, Purchased Copyrights, and Purchased Domain Names), with the right to sue for, and collect the same for Assignee's own use and benefit, and for the use and benefit of Assignee's successors and assigns. Following the Closing, Assignor hereby authorizes Assignee to take any appropriate action to protect the right, title and interest hereby conveyed in connection with the aforesaid Intellectual Property included in the Purchased Assets (including, for the avoidance of doubt, the Purchased Trademarks, Purchased Patents, Purchased Copyrights, and Purchased Domain Names) hereby sold, assigned, transferred, conveyed, delivered and set over to Assignee against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same.

3. Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record Intellectual Property and title thereto to transfer ownership and registration of the Intellectual Property included in the Purchased Assets to Assignee

4. Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record Trademarks and title thereto, including, the United States Patent and Trademark Office, to transfer ownership and registration of the Purchased Trademarks to Assignee.

5. Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record Patents and title thereto, including, the United States Patent and Trademark Office, to transfer ownership and registration of the Purchased Patents to Assignee.

6. Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record Copyrights and title thereto, including, the United States Copyright Office, to transfer ownership and registration of the Purchased Copyrights to Assignee.

7. Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record Domain Names and title thereto to transfer ownership and registration of the Purchased Domain Names to Assignee.

8. Assignor agrees to fully cooperate with Assignee in transferring all rights to the Intellectual Property included in the Purchased Assets (including, for the avoidance of doubt, the Purchased Trademarks, Purchased Patents, Purchased Copyrights, and Purchased Domain Names) to Assignee and to execute all lawful documents, and make all rightful oaths and declarations, which may be reasonably required, all at the sole cost and expense of Assignee, but at no remuneration

to Assignee in recordable form, necessary to vest title to Intellectual Property included in the Purchased Assets (including, for the avoidance of doubt, the Purchased Trademarks, Purchased Patents, Purchased Copyrights, and Purchased Domain Names), and all other rights transferred and assigned by this Agreement.

9. The person signing below on behalf of Assignor has the requisite power and authority to execute, deliver and perform this Agreement.

10. In furtherance of the foregoing, from time to time after the date hereof, the parties hereto agree to, and to cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.

11. Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Agreement reduce, expand or enlarge any remedies under the Purchase Agreement. This Agreement is intended only to evidence the sale, assignment, transfer, conveyance, delivery and set over to Assignee of the Intellectual Property included in the Purchased Assets (including, for the avoidance of doubt, the Purchased Trademarks, Purchased Patents, Purchased Copyrights, and Purchased Domain Names) as described herein pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by reference. In the event of a conflict or an inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

12. Without limiting any of the representations and warranties set forth in the Purchase Agreement, nothing in this Agreement shall be construed as (a) a warranty or representation by Seller as to the likelihood that a trademark or patent will issue from any trademark or patent applications set forth in the Exhibits or as to the validity or scope of the claims of any patent applications or any of the patents; or (b) a warranty or representation by Seller that anything made, used, sold, or otherwise disposed of under any license or assignment granted in this Agreement is or will be free from infringement of patents of third parties; or (c) an obligation by Seller to bring or prosecute actions or suits against third parties for trademark or patent infringement.

13. Buyer shall assume all ongoing maintenance fees, annuity fees, and any other cost and expense related to the Purchased Trademarks, Purchased Patents, Purchased Copyrights, and Purchased Domain Names following the Effective Time other than as provided in the IP License Agreement and applications and patents related to PCT/US20/58145 which will be shared equally by Buyer and Seller.

14. The provisions of Section 8.04 (Interpretation), Section 8.05 (Headings), Section 8.06 (Severability), Section 8.07 (Entire Agreement), Section 8.08 (Successors and Assigns), Section 8.09 (No Third-Party Beneficiaries), Section 8.10 (Amendment and Modification; Waiver), Section 8.11 (Governing Law), Section 8.12 (WAIVER OF JURY TRIAL), Section 8.13 (Specific

Performance), and Section 8.14 (Counterparts) of the Purchase Agreement are hereby incorporated into, and shall apply to, this Agreement, mutatis mutandis.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:

ECLIPSE MEDCORP, LLC

DocuSigned by:
Paul O'Brien
By: _____
Name: Paul O'Brien
Title: Chief Executive Officer

ASSIGNEE:

CROWN LABORATORIES, INC.

By: _____
Name: Jeffery Bedard
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

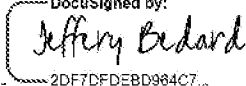
ASSIGNOR:

ECLIPSE MEDCORP, LLC

By: _____
Name: Paul O'Brien
Title: Chief Executive Officer

ASSIGNEE:

CROWN LABORATORIES, INC.

By:  _____
Name: Jeffery Bedard
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]