

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BIOTE IP, LLC	07/08/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BIOTE HOLDINGS, LLC
<b>Street Address:</b>	1875 WEST WALNUT HILL LANE
<b>Internal Address:</b>	SUITE 100
<b>City:</b>	IRVING
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75038
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D800307
Patent Number:	D791322
Patent Number:	D773664
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)672-5399
<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>	(202) 672-5300
<b>Email:</b>	IPdocketing@foley.com
<b>Correspondent Name:</b>	FOLEY & LARDNER LLP
<b>Address Line 1:</b>	3000 K ST. NW
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<b>Address Line 4:</b>	WASHINGTON, D.C. 20007
<b>ATTORNEY DOCKET NUMBER:</b>	643355-6000
<b>NAME OF SUBMITTER:</b>	RITA BOTT
<b>SIGNATURE:</b>	/Rita Bott/
<b>DATE SIGNED:</b>	07/14/2021
<b>Total Attachments: 5</b>	
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## Intellectual Property Assignment

This Intellectual Property Assignment (“**IP Assignment**”), dated as of July 8, 2021, is made by BioTE IP, LLC, a Nevada limited liability company, located at 1875 West Walnut Hill Lane, Suite 100, Irving Texas 75038 (“**Assignor**”), and BioTE Holdings, LLC, a Nevada limited liability company, located at 1875 West Walnut Hill Lane, Suite 100, Irving Texas 75038 (“**Assignee**”).

WHEREAS, Assignor is a wholly owned subsidiary of Assignee;

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee its entire right, title, and interest in certain intellectual property assets; and

WHEREAS, Assignee desires to acquire said assets under the terms and conditions set forth herein.

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 entire right, title, and interest, domestically and globally, in Assignor’s intellectual property (“**Assignor’s IP**”) regardless of form or medium or jurisdiction, including the following:

(a) published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, and sound recordings, domestic and international copyright registrations, applications for registration, all copyright licenses, and all issuances, extensions, and renewals thereof;

(b) inventions and discoveries, whether or not patentable, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items, all domestic and international patents and patent applications, including without limitation issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(c) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features, all federal, state, territorial, or international service marks, trademarks, or marks subject to common law in any jurisdiction, all mark applications, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by any such marks or designations;

(d) trade secrets, confidential information, information helpful to a business, information valuable to a business, and other information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including

without limitation, algorithms; customer lists; ideas; designs; formulas; formulations; know-how; methods; manufacturing and other related processes; lists of ingredients; techniques including those related to storage, shipping, and logistics; databases; programs; prototypes; and systems;

(e) any and all computer software, documentation and code, including without limitation, assemblers, applets, applications, compilers, source code, source code listings, object code, data (including image and sound data), design tools and user interfaces, in any form or format, however fixed;

(f) any and all domain names, website and domain name registrations, look and feel of any website associated with any such domain name, websites to which the domain names direct visitors, and any goodwill associated therewith;

(g) all rights to license or sublicense, and all rights to receive any and all licensing benefits including royalties, and any other consideration or other benefits;

(h) 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; and

(i) 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. For avoidance of doubt, the following is, without limitation, included in the Assignor's IP:

(a) All patents and patent applications set forth in Schedule 1 hereto; and

(b) All marks and registrations set forth in Schedule 1 hereto.


3. Counterparts. This IP 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 IP 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 IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Governing Law. This IP 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 IP 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 Texas.


IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

BIOTE IP, LLC,  
a Nevada limited liability company  
By: BioTE Holdings, LLC, its sole Member  
By: BioTE Management, LLC, its Manager

By:   
Printed Name: Gary S. Donovan, MD  
Title: Sole Member  
Date: Jul 12, 2021

AGREED TO AND ACCEPTED:

BIOTE HOLDINGS, LLC,  
a Nevada limited liability company

By:   
Printed Name: Terry S. Weber  
Title: Chief Executive Officer  
Date: Jul 8, 2021

*[Signature Page to BioTE IP Assignment]*

## **SCHEDULE 1**

### **PATENTS AND PATENT APPLICATIONS**

#### **United States Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
Trocar	U.S.	D800,307	October 17, 2017
Trocar	U.S.	D791,322	July 4, 2017
Trocar	U.S.	D773,664	December 6, 2016

#### **Pending United States Patent Applications**

None.

### **TRADEMARK REGISTRATIONS**

<b>Trademark App./Reg. No.</b>	<b>Country</b>	<b>Trademark</b>	<b>Applicant/Owner</b>
Reg. No. 4570632	U.S.	BIOTE	BioTE IP, LLC
Reg. No. 4756403	U.S.	POWERED BY BIOTE... FUELED FOR LIFE!	BioTE IP, LLC
Reg. No. 4756402	U.S.	POWERED BY BIOTE .... BALANCED FOR LIFE!	BioTE IP, LLC
Reg. No. 4574258	U.S.	AGE HEALTHIER... LIVE HAPPIER!	BioTE IP, LLC
Reg. No. 4541541	U.S.	POWERING PEOPLE WITH PELLETS!	BioTE IP, LLC

Schedule 1 to BioTE IP Assignment










# Intellectual Property Assignment (All IP).07.08.2021

Final Audit Report

2021-07-12

Created:	2021-07-08
By:	Kendal McNeely (Kendal.McNeely@biotemedical.com)
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## "Intellectual Property Assignment (All IP).07.08.2021" History

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