

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8037339

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|---|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| SEQUENCE: | 1 |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| PHARMA-SMART INTERNATIONAL, INC. | 04/30/2021 |
| RECEIVING PARTY DATA | |
| Name: | PHARMASmart ACQUISITION, LLC |
| Street Address: | 773 ELMGROVE ROAD |
| Internal Address: | BUILDING 2, MAILBOX 5 |
| City: | ROCHESTER |
| State/Country: | NEW YORK |
| Postal Code: | 14624 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 7166077 |
| Patent Number: | 7427268 |
| Patent Number: | 8534549 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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: | 4165957913 |
| Email: | kdurell@millerthomson.com |
| Correspondent Name: | KAREN L DURELL |
| Address Line 1: | 40 KING STREET WEST |
| Address Line 2: | SUITE 5800 |
| Address Line 4: | TORONTO ON, CANADA M5H3S1 |
| ATTORNEY DOCKET NUMBER: | 0263194.0002 |
| NAME OF SUBMITTER: | KAREN LYNNE DURELL |
| SIGNATURE: | /KLD/ |
| DATE SIGNED: | 06/30/2023 |
| Total Attachments: 5 | |

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INTELLECTUAL PROPERTY ASSIGNMENT

In accordance with this Intellectual Property Assignment (the “**Agreement**”) as between the Assignor and Assignee as of April 30, 2021 (the “**Effective Date**”);

WHEREAS, **PHARMA-SMART INTERNATIONAL, INC.**, a corporation having the address 773 Elmgrove Road, Rochester, New York 14624, United States of America (the “**Assignor**”), is the owner of intellectual property, including all of the intellectual property set out in Schedule A to this Agreement, and has assigned all of its intellectual property to the Assignee in accordance with the APA (the “**Assigned IP**”).

AND WHEREAS, **PHARMASMART ACQUISITION, LLC**, a corporation having the address of 201-41 Industrial Street, Toronto, Canada, M4G 1Z2 (the “**Assignee**”), has received such Assigned IP in accordance with the Asset Purchase Agreement between the Assignor and the Assignee dated April 30, 2021 (the “**APA**”).

NOW THEREFORE in consideration of good and valuable consideration, as set out in the APA, and other good and valuable consideration provided by the Assignee to the Assignor, the receipt of all of which is hereby acknowledged:

1. Assignor has and does hereby, as of the Effective Date of this Agreement, assign and transfer unto Assignee, Assignor’s full and exclusive present and future rights, and entire rights, title and interest in and to the Assigned IP, in Canada and worldwide, including all registered and common law rights in the Assigned IP, the right to all registrations for the Assigned IP, and, if so available, the right to claim damages for past infringement upon the Assigned IP. The Assignor further hereby waives its moral rights in the Assigned IP.

2. This Agreement and the assignment and waiver herein, are provided by the Assignor in accordance with all the representations and warranties of the Assignor in the APA;

3. Assignor agrees that it will without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain right in and to maintain the Assigned IP, and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

4. Assignor hereby authorizes and requests the applicable intellectual property offices to recognize the Assignee’s rights, as the assignee of the Assignor’s entire rights, title and interest in and to the Assigned IP, of sole use and benefit of the Assigned IP, and for the use and benefit of its successors and assigns, to the full end of the term for which rights in the Assigned IP may be granted as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made. The parties agree that this Agreement may be filed with an intellectual property office to confirm the ownership of Assigned IP by a person who is not the agent of record for such Assigned IP, and hereby authorize such filing by such person.

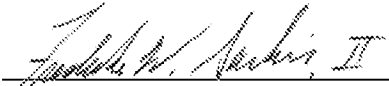
5. The provisions of this Agreement shall enure to the benefit of the successors and assigns of the Assignee and shall be binding upon the heirs, executors and personal representatives of the Assignor.

6. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement.


7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, as applicable, without regard for any conflict of law provision of that jurisdiction or any other jurisdiction. Each party submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario and the federal courts of Canada, as applicable, in any action or proceeding arising out of or relating to this Agreement.

This Intellectual Property Assignment is:

PHARMA-SMART INTERNATIONAL, INC.

Per: 
Name: Frederick W. Sarkis
Title: President / CEO
I have the authority to bind the corporation


PHARMASMART ACQUISITION, LLC

Per: 
Name: Michael Greenwood
Title: Vice President
I have the authority to bind the corporation


SCHEDULE A

ASSIGNED IP

Canadian Trademarks

| Trademark | Application Date & Number | Registration No. |
|---|--------------------------------------|-------------------------|
| BPT Rx | 04-NOV-2013 1650592 | TMA920879 |
| BPT Care | 04-NOV-2013 1650593 | TMA908343 |
| BPT MOBILE | 16-SEP-2013 1643621 | TMA949173 |
| BPT ONE | 16-SEP-2013 1643622 | TMA949244 |
| PS DataSmart | 09-SEP-2011 1542956 | TMA884793 |
|  PharmaSmart | 17-JUN-2005 1261637 | TMA690293 |

U.S. Trademarks

| Trademark | Application Date & Number | Registration No. |
|---|--------------------------------------|-------------------------|
|  PharmaSmart | 30-DEC-2004 76626508 | 3094751 |

International Trademarks

| Trademark | Application/ Registration No. | Country |
|------------------|--|-----------------------------|
| BPT Care | 1183366 | Europe |
| BPT Care | 1183366 | Madrid Protocol Application |
| BPT Care | 1460211 | Mexico |
| BPT Mobile | 1180168 | Europe |
| BPT Mobile | 1180168 | Madrid Protocol Application |
| BPT Mobile | 1454101 | Mexico |

| Trademark | Application/ Registration No. | Country |
|--------------|----------------------------------|-----------------------------|
| BPT One | 1181886 | Europe |
| BPT One | 1181886 | Madrid Protocol Application |
| BPT One | 1469878 | Mexico |
| BPT Rx | 1184621 | Europe |
| BPT Rx | 1184621 | Madrid Protocol Application |
| BPT Rx | 1466866 | Mexico |
| PS DataSmart | 904108902 | Brazil |
| PS DataSmart | 904108945 | Brazil |
| PS DataSmart | 904109020 | Brazil |
| PS DataSmart | 1107372 | Europe |
| PS DataSmart | 1107372 | Madrid Protocol Application |
| PS DataSmart | 1375202 | Mexico |
| PS DataSmart | 1315448 | Mexico |
| PS DataSmart | 1275618 | Mexico |
| PS Media | 1253880 | Europe |
| PS Media | 1253880 | Madrid Protocol Application |

Canadian Patent

| Patent Title | Registration No. | Status |
|---|------------------|----------------|
| RECHARGEABLE SMART CARD BLOOD PRESSURE RECORDING METHOD AND APPARATUS | 2,618,976 | DEEMED EXPIRED |

U.S. Patents

| Patent Title | Registration No. | Status |
|--|------------------|------------|
| CUFF FOR MEASUREMENT OF BLOOD PRESSURE | 7,166,077 | REGISTERED |

| Patent Title | Registration No. | Status |
|--|------------------|------------|
| RING-SHAPED CUFF FOR MEASUREMENT OF BLOOD PRESSURE | 7,427,268 | REGISTERED |
| NETWORK FOR BLOOD PRESSURE DATA MANAGEMENT AND RECHARGEABLE SMART CARD | 8,534,549 | REGISTERED |