

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI401361

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STUDIO 010, INC.	07/09/2024
RECEIVING PARTY DATA	
Company Name:	APOTHECARY PRODUCTS, LLC
Street Address:	11750 12TH AVENUE SOUTH
City:	BURNSVILLE
State/Country:	MINNESOTA
Postal Code:	55337
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	10245215
Patent Number:	11375794
Patent Number:	11672735
Patent Number:	D933847
Patent Number:	D984671
Patent Number:	11938095
CORRESPONDENCE DATA	
Fax Number:	6784209301
<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:	6784209300
Email:	lehmuthc@ballardspahr.com,uspatentmail@ballardspahr.com
Correspondent Name:	BALLARD SPAHR LLP
Address Line 1:	999 PEACHTREE STREET NE
Address Line 2:	SUITE 1600
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	523060.00/00423345
NAME OF SUBMITTER:	Cindy Lehmuth
SIGNATURE:	Cindy Lehmuth
DATE SIGNED:	08/01/2024

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is entered into and made effective as of July 9, 2024, by and between Apothecary Products, LLC, a Delaware limited liability company (the “Assignee”), and Studio 010 Inc., a Utah corporation (the “Assignor”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, the “Purchase Agreement”), by and among the Assignee, the Assignor and the other parties thereto, the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor’s right, title and interest in, to and under the Intellectual Property owned, used in, held for use in or relating to the conduct or operation of the Business (collectively, the “Assigned Intellectual Property Rights”), including, without limitation, (a) all rights of the Assignor to the Internet domain names set forth on Schedule A hereto (collectively, the “Domain Names”), (b) all rights of the Assignor to the trademarks, tradenames, service marks and registrations set forth on Schedule B hereto (collectively, the “Trademarks”), and (c) all rights of the Assignor to the patents set forth on Schedule C hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (collectively, the “Patents”);

WHEREAS, the Assignee and the Assignor are hereby effecting such sale, assignment, transfer, conveyance and delivery of all right, title and interest of the Assignor in and to the Domain Names, the Trademarks, the Patents and the other Assigned Intellectual Property Rights, and the goodwill associated therewith and symbolized thereby;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment will have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Assignee and the Assignor hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, the Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee all right, title and interest of the Assignor in and to all Assigned Intellectual Property Rights, including, without limitation, all rights of the Assignor to the Domain Names, the Trademarks and the Patents, including, without limitation, all rights pursuant to all applicable laws of any jurisdiction and by international treaties and conventions, any and all registrations or renewals associated with the Trademarks or the Patents, and all rights that apply in any country relating to any foreign counterpart, certification, registration or other governmental grant or issuance relating to, or seeking the benefit of, the Trademarks or the Patents throughout the world, and in each case, together with all goodwill associated therewith, 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 all rights of the Assignor to sue, any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief), and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Assigned Intellectual Property Rights. The Assignee is to hold all right, title and interest in and to the Domain Names, the Trademarks, the Patents and the other Assigned Intellectual Property Rights as fully and exclusively as would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to process changes in assignment of trademarks and/or patents, and to issue renewals, extensions and/or registrations for trademarks and patents included in, related to or derived from, the Trademarks and the Patents to the Assignee, its successors and assigns. The Assignor authorizes and requests the Assignee to take such action as may be required to cause the Assignee to be recorded as the assignee or transferee of the Domain Names, the Trademarks and the Patents, if any, and will, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as may reasonably be requested and required to cause the Assignee to be recorded as the assignee, registrant or transferee of the Domain Names (including, without limitation, all actions required to allow the Assignee to register the Domain Names in the name of the Assignee with the domain name registrar specified by the Assignee), the Trademarks and the Patents.

3. Other Deliverables. The Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may request, including as relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Domain Names, the Trademarks, the Patents and other Assigned Intellectual Property Rights.

4. Governing Law. This Assignment will be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

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

6. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which will be deemed to be an original instrument, and all of which together will constitute one and the same agreement.

7. Headings. The headings contained in this Assignment are for convenience of reference only and will not affect in any way the meaning or interpretation of this Assignment.

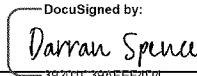
8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the

terms of this Assignment, the terms of the Purchase Agreement will prevail. Nothing contained in this Assignment will be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signature Page Follows]

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

APOTHECARY PRODUCTS, LLC

By: _____
Name: Darran Spence
Title: Chief Executive Officer

STUDIO 010 INC.

By: _____
Name: Tyson Triplet
Title: President

[Signature Page to Assignment of Intellectual Property]

PATENT
REEL: 068157 FRAME: 0767

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

APOTHECARY PRODUCTS, LLC

By: _____

Name: Darran Spence

Title: Chief Executive Officer

STUDIO 010 INC.

By:  _____

Name: Tyson Triplet

Title: President

[Signature Page to Assignment of Intellectual Property]

PATENT
REEL: 068157 FRAME: 0768

SCHEDULE A
DOMAIN NAMES

1. equadose.com
2. eqdose.com
3. savvymeds.com
4. nosepluck.com

SCHEDULE B

TRADEMARKS, TRADENAMES AND SERVICE MARKS

Trademark	Jurisdiction	Reg. No.	Serial No.
EQUA X DOSE	United States Patent and Trademark Office	5,442,773	87577267
EQUADOSE	United States Patent and Trademark Office	5,457,005	87429019
HEAR	United States Patent and Trademark Office	5,520,072	87739097

Unregistered Marks:

1. Tweezy
2. SLIVR

SCHEDULE C

PATENTS

Patent Number	Title	Filing Date	Type
US10245215B2	Pill cutting and storage device	March 23, 2015	Utility
US11375794B1	Device for pulling nose and ear hair	December 4, 2018	Utility
US11672735B2	Pill splitter	January 17, 2020	Utility
USD0933847S	Pill splitter	January 17, 2020	Design
USD0984671S	Mortar and pestle	December 9, 2020	Design
US11938095B1	Pill splitter	May 1, 2023	Utility