

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Neka Pasquale</td> <td></td> <td>02/04/2014</td> <td>INDIVIDUAL:</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Neka Pasquale		02/04/2014	INDIVIDUAL:																
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">Urban Remedy, Inc.</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">1447 Second Street, Suite 200</td> </tr> <tr> <td>City:</td> <td colspan="3">Santa Monica</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">90401</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">CORPORATION: DELAWARE</td> </tr> </table>				Name:	Urban Remedy, Inc.			Street Address:	1447 Second Street, Suite 200			City:	Santa Monica			State/Country:	CALIFORNIA			Postal Code:	90401			Entity Type:	CORPORATION: DELAWARE		
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PROPERTY NUMBERS Total: 1																											
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CORRESPONDENCE DATA																											
Fax Number: <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																											
Phone:	3103933024																										
Email:	ggilman@science-inc.com																										
Correspondent Name:	Greg Gilman																										
Address Line 1:	1447 Second Street, Suite 200																										
Address Line 4:	Santa Monica, CALIFORNIA 90401																										
NAME OF SUBMITTER:	Greg Gilman																										
Signature:	/Science/																										
Date:	02/05/2014																										
Total Attachments: 3 source=Urban Remedy Trademark Assignment 2-4-14#page1.tif source=Urban Remedy Trademark Assignment 2-4-14#page2.tif source=Urban Remedy Trademark Assignment 2-4-14#page3.tif																											

OP \$40.00 77723824

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Neka Pasquale ("Assignor") and Urban Remedy, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: URBAN REMEDY (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses.
 - (d) The Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.
5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

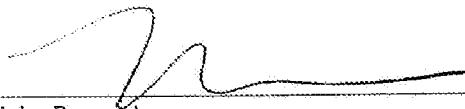
7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Los Angeles County and the State of California.

Date: February 4, 2014

ASSIGNOR:

By: 
Neka Pasquale

ASSIGNEE:

URBAN REMEDY, INC.

By: _____
Tom Dare
Treasurer

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

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