TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM311049

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|---------------------------|
| Vladimir Ratushny | | 07/14/2014 | INDIVIDUAL: UNITED STATES |

RECEIVING PARTY DATA

| Name: | HER, INC. | |
|-----------------|--------------------------------|--|
| Street Address: | 8100 E. Indian School Rd. #203 | |
| City: | Scottsdale | |
| State/Country: | ARIZONA | |
| Postal Code: | 85251 | |
| Entity Type: | CORPORATION: DELAWARE | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 4428854 | CENTRALSKIN |

CORRESPONDENCE DATA

Fax Number: 6026409050

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.

602-640-9311 Phone:

Email: trademarks@omlaw.com

Correspondent Name: Jonathan F. Ariano

2929 N. Central Ave., Ste. 2100 Address Line 1:

Address Line 2: c/o Osborn Maledon, P.A. Address Line 4: Phoenix, ARIZONA 85012

| ATTORNEY DOCKET NUMBER: | 16178.2 |
|-------------------------|---------------------|
| NAME OF SUBMITTER: | Jonathan F. Ariano |
| SIGNATURE: | /jonathan.f.ariano/ |
| DATE SIGNED: | 07/17/2014 |

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 14th, 2014, is made by Vladimir Ratushny, an Individual, ("Assignor"), in favor of HER INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations and/or applications set forth on <u>Schedule 1</u> hereto and all issuances, extensions and renewals thereof;
- (b) 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;
- (c) 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
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions

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following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark 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 Trademark 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 Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

By: <u>′</u>

Name: Vladimir Ratushny

Address for Notices:

1220 Sansom Street APT 7S Philadelphia, PENNSYLVANIA

19107

Phone:5167139622

Email:vratushny@gmail.com

AGREED TO AND ACCEPTED:

HER INC.

By:

Name: Michelle King Robson

Title: President
Address for Notices:

8100 E. Indian School Rd #203,

Scottsdale, AZ 85251

TRADEMARK 74091
REEL: 005324 FRAME: 0551

SCHEDULE 1

ASSIGNED TRADEMARK APPLICATIONS AND/OR REGISTRATIONS

| Mari | Owner | Reg/Appl Number |
|-------------|-------------------|--------------------|
| CENTRALSKIN | Vladimir Ratushny | 4428854 |
| | | |

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RECORDED: 07/17/2014