

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Holdings		11/17/2014	LIMITED LIABILITY COMPANY: WYOMING
RECEIVING PARTY DATA			
Name:	Quality IP Holdings		
Street Address:	311 South Division Street		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89703		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4306884	RED	
Registration Number:	3764246	STEM CELLS ... THE FUTURE OF SKIN REJUVE	
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:	8015302900		
Email:	IP@mjstc.net		
Correspondent Name:	David Parkinson		
Address Line 1:	5742 West Harold Gatty Drive		
Address Line 4:	Salt Lake City, UTAH 84116		
ATTORNEY DOCKET NUMBER:	WH TO QUALITY		
NAME OF SUBMITTER:	David R. Parkinson		
SIGNATURE:	/David R. Parkinson/		
DATE SIGNED:	11/18/2014		
Total Attachments: 2			
source=Assignment WH to Quality#page1.tif			
source=Assignment WH to Quality#page2.tif			

OP \$65.00 4306884

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK ("Assignment"), effective as of November 17, 2014, is between Western Holdings, LLC, a Wyoming limited liability company ("Assignor") having a principal place of business at 311 South Division Street, Carson City, Nevada 89703, and Quality IP Holdings, LLC, a Nevada limited liability company ("Assignee") having a principal place of business at 311 South Division Street, Carson City, Nevada 89703.

FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, the receipt and sufficiency of which is acknowledged, the undersigned Assignor hereby irrevocably sells, grants, conveys, assigns, and transfers to the Assignee, its successors, assigns, and personal representatives, all of the undersigned's right, title and interest in and to the trademarks described in Exhibit "A" attached hereto and all rights related thereto, including without limitation any and all associated goodwill, statutory and common law rights, and all actions and causes of action which may be related to these rights, including the right to sue for past present and future damages or infringements (collectively, the "Property").

The undersigned warrants that it owns without lien or encumbrance all right, title and interest in and to the Property, and that the undersigned is unaware of any claim against the Property. The undersigned agrees to, and shall cooperate with Assignee or its designees and execute all oaths, declarations and other documents, as may be requested by Assignee and which shall be prepared by Assignee or its designees, to effect the foregoing assignment of rights from the undersigned to Assignee. Such cooperation and execution shall be at no additional compensation to undersigned, provided, however, that Assignee shall reimburse the undersigned for reasonable out-of-pocket expenses incurred at the specific request of Assignee or its designees. The undersigned hereby appoints Assignee to be the undersigned's attorney-in-fact with an irrevocable power to do all acts and things for and in the name of the undersigned in connection with the Property.

IN WITNESS WHEREOF, the said Western Holdings, LLC, as Assignor, and Quality IP Holdings, LLC, as Assignee, has caused these presents to be executed by a duly authorized officer or by a duly authorized manager thereof.

Western Holdings, LLC

By: 

Dennis W. Gay, Manager

Quality IP Holdings, LLC

By: 

Dennis W. Gay, Manager

EXHIBIT A

Mark	Registration Number	Country
RED	4306884	UNITED STATES
STEM CELLS... THE FUTURE OF SKIN REJUVENATION	3764246	UNITED STATES