

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325992

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cosmed, Inc.		12/10/2014	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Signature Credit Partners, Inc.		
<b>Street Address:</b>	15301 Ventura Blvd.		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Sherman Oaks		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91403		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1520449	MEGADOSE	
<b>Registration Number:</b>	3220716	MEDI-MATTE	
<b>Registration Number:</b>	3231281	HONEST FACE	
<b>Registration Number:</b>	3254219	PRIMARY CARE	
<b>Registration Number:</b>	3266080	HEALTHY CLEANSE	
<b>Registration Number:</b>	3304066	PRIVATE NURSE	
<b>Registration Number:</b>	3308702	FULL BENEFITS	
<b>Registration Number:</b>	3313752	OPTI-MOLOGIST	
<b>Registration Number:</b>	3326338	MEDI-MORPHOSIS	
<b>Registration Number:</b>	3331037	TRUTH IS BEAUTY	
<b>Registration Number:</b>	3610317	COSMEDICINE	
<b>Registration Number:</b>	4168382	SPEEDY RECOVERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7606833249		
<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>			
<b>Phone:</b>	858-964-8217		
<b>Email:</b>	maria@denovopc.com		
<b>Correspondent Name:</b>	Maria Johnson		
<b>TRADEMARK</b>			

OP \$315.00 1520449

**Address Line 1:** 2244 Faraday Avenue  
**Address Line 2:** Suite 103  
**Address Line 4:** Carlsbad, CALIFORNIA 92008

**NAME OF SUBMITTER:** Maria Johnson

**SIGNATURE:** /maria johnson/

**DATE SIGNED:** 12/12/2014

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 10, 2014, is made by Cosmed, Inc. (“**Transferor**”), a Nevada corporation, in favor of Signature Credit Partners, Inc. (“**Transferee**”), a Nevada corporation, the acquirer of certain assets of Transferor pursuant to a Consent and Waiver Agreement between Transferee and Transferor, effective as of November 6, 2014 (the “**Consent Agreement**”).

WHEREAS, under the terms of the Consent Agreement, Transferor has conveyed, transferred and assigned to Transferee, among other assets, certain intellectual property of Transferor, and has agreed to execute such documents as are necessary to carry out the intentions of such Consent Agreement, including 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, the parties agree as follows:

1. Assignment. In consideration for the effectiveness of the Consent Agreement, the consideration stipulated in the Consent Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Transferee, and Transferee hereby accepts, all of Transferor’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 trademark applications set forth on Schedules 1 and 2 hereto and all issuances, extensions and renewals thereof; provided that, with respect to any United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Consent Agreement, the transfer of Transferor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Transferor 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. Recordation and Further Actions. Transferor authorizes the Commissioner for Trademarks and any other governmental officials anywhere in the world to record and register this Trademark Assignment upon request by Transferee. Transferor shall take such steps and actions 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 Transferee, or any assignee or successor thereto.

3. Terms of the Consent Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Consent Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Consent Agreement and the terms hereof, the terms of the Consent Agreement shall govern.

4. Counterparts. 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.

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

6. Governing Law. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

COSMED, INC.

By: 

Name: Stephen Olson  
Title: President

AGREED TO AND ACCEPTED:

SIGNATURE CREDIT PARTNERS,  
INC.

By: 

Name: Jeff Crusinberry  
Title: President

**SCHEDULE 1**

**ASSIGNED U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>
MEGADOSE	1520449
MEDI-MATTE	3220716
HONEST FACE	3231281
PRIMARY CARE	3254219
HEALTHY CLEANSE	3266080
PRIVATE NURSE	3304066
FULL BENEFITS	3308702
OPTI-MOLOGIST	3313752
MEDI-MORPHOSIS	3326338
TRUTH IS BEAUTY	3331037
COSMEDICINE	3610317
SPEEDY RECOVERY	4168382

**SCHEDULE 2**

**ASSIGNED INTERNATIONAL TRADEMARK REGISTRATIONS &  
APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Status</b>
COSMEDICINE	Australia	1134113	1134113	Registered
MEGADOSE	Canada	0610047	TMA368903	Registered
SPEEDY RECOVERY	Canada	1475797		Pending
COSMEDICINE	China	4543012	4543012	Registered
COSMEDICINE	China	4542981	4542981	Registered
COSMEDICINE	China	4543013	4543013	Registered
COSMEDICINE	China	4543014	4543014	Registered
COSMEDICINE	European Union	004279246	004279246	Registered
MEGADOSE	France		1563186	Registered
COSMEDICINE SPEEDY RECOVERY	Germany	302010021945.9/0 3	302010021945	Registered
COSMEDICINE	Hong Kong	30099411	30099411	Registered
MEGADOSE	Hong Kong		B4947/93	Registered
COSMEDICINE SPEEDY RECOVERY	Italy	TO2010C002600	1425474	Registered
SPEEDY RECOVERY	Italy	TO2010C002599	1425473	Registered
MEGADOSE	Italy	RM1999C006353	894262	Registered
MEGADOSE	Italy	RM1989C043055	576233	Registered
MEGADOSE	Spain		1276116	Registered
COSMEDICINE SPEEDY RECOVERY	United Kingdom	2544565	2544565	Registered
MEGADOSE	United Kingdom	1407904	81407904	Registered