

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Signature Credit Partners, Inc.		12/16/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Cosmedicine, LLC		
Street Address:	15301 Ventura Blvd.		
Internal Address:	Suite 400		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1520449	MEGADOSE	
Registration Number:	3220716	MEDI-MATTE	
Registration Number:	3231281	HONEST FACE	
Registration Number:	3254219	PRIMARY CARE	
Registration Number:	3266080	HEALTHY CLEANSE	
Registration Number:	3304066	PRIVATE NURSE	
Registration Number:	3308702	FULL BENEFITS	
Registration Number:	3313752	OPTI-MOLOGIST	
Registration Number:	3326338	MEDI-MORPHOSIS	
Registration Number:	3331037	TRUTH IS BEAUTY	
Registration Number:	3610317	COSMEDICINE	
Registration Number:	4168382	SPEEDY RECOVERY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	858-964-8217		
Email:	maria@denovopc.com		
Correspondent Name:	Maria Johnson		
TRADEMARK			

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: 12/22/2014

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 16, 2014, is made by Signature Credit Partners, Inc. ("**Seller**"), a Nevada corporation, in favor of Cosmedicine, LLC ("**Buyer**"), a Delaware limited liability company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated of even date herewith (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, 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, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller'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 Asset Purchase Agreement, the transfer of Seller'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 Seller 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. Seller authorizes the Commissioner for Trademarks and any other governmental officials anywhere in the world to record and register this Trademark Assignment upon request by Buyer. Seller 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 Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SIGNATURE CREDIT PARTNERS,
INC.

By: 

Name:

MATT KRUSINBURG

Title:

PRESIDENT

Address for Notices:

15301 VENTURA BLVD #400
SHERMAN OAKS CA 91403

AGREED TO AND ACCEPTED:

COSMEDICINE, LLC

By: 

Name:

JAUNIDE SEALAY

Title:

PRESIDENT

Address for Notices:

c/o Signature Group
14 State Street, 30th floor
New York, NY 10010

SCHEDULE 1

ASSIGNED U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.
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**

Mark	Country	Application No.	Registration No.	Status
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