TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348782

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Impex International Corporation		06/30/2015	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Thomas Flammang Haueter
Street Address:	25380 Busy Bee Drive
City:	Bonita Springs
State/Country:	FLORIDA
Postal Code:	34135
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78674208	M MELANSOL MELANIN SKIN CARE

CORRESPONDENCE DATA

Fax Number: 239-992-93

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.

Phone: 239-992-6578
Email: dmflammang@bmdpl.com
Correspondent Name: Donna M. Flammang, Esquire
Address Line 1: 27200 Riverview Center Blvd., Suite 310
Address Line 4: Bonita Springs, FLORIDA 34134

NAME OF SUBMITTER:	Donna M. Flammang
SIGNATURE:	/Donna M. Flammang/
DATE SIGNED:	07/21/2015

Total Attachments: 3
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OP $40.00 78674208

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of June 30, 2015, by and between Impex International Corp., a Florida corporation ("Assignor"), having its business address at 5550 Heron Point Drive, #304, Naples, Florida 34108, and Thomas Haueter, an individual U.S. citizen ("Assignee"), having his address at 25380 Busy Bee Drive, Bonita Springs, Florida 34135. Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties."

W I T N E S S E T H:

WHEREAS, Assignor owns the entire right, title, and interest in and to all the trade names, trademarks and service marks listed on Schedule I including, but not limited to, all design elements, all common law rights and the trademark and service mark applications listed on Schedule I hereto (the "Assigned Trademarks"); and

WHEREAS, Assignor has agreed to assign and transfer all right, title and interest in the Assigned Trademarks, together with all of the goodwill associated therewith and symbolized thereby, including all common–law rights associated with the Assigned Trademarks by virtue of their use or intended use in commerce, including the right to recover for damages and profits for past infringements and dilution, to Assignee.

NOW, THEREFORE, in consideration of the promises made in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, free and clear of any and all liens, encumbrances or third party claims of any kind whatsoever, and Assignee hereby accepts from Assignor, all right, title and interest in and to the Assigned Trademarks, and all goodwill associated with the Assigned Trademarks and symbolized thereby, including any and all rights to recover for damages and profits for past infringements and dilution, to have and to hold forever for the sole and exclusive use and benefit of Assignee and Assignee hereby accepts such assignment. Assignor acknowledges and agrees Assignee is the successor to Assignor's business for all purposes related to the Assigned Trademarks and all goodwill symbolized thereby and is to be the owner of all rights in the Assigned Trademarks, including, but not limited to, the pending applications listed on Schedule I and all registrations resulting therefrom.

2. Warranty. Assignor warrants, represents and covenants to Assignee, its successors and assigns, that Assignor is the sole owner of all rights in and to the Assigned Trademarks and that it has not, and will not, at any time in the future, register, or attempt to register, either directly or indirectly, in any jurisdiction, a trademark registration in and to said Assigned Trademarks or any mark substantially the same, similar to or likely to be confused with the Assigned Trademarks. Assignor agrees that it has not reserved any rights to Assigned Trademarks.

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3. Cooperation. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments and assignments and to perform any other reasonable acts the Assignee, its successors and assigns, may require in order to vest all of Assignor's rights, title and interest in and to the Assigned Trademarks in the Assignee or its successors and assigns and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, its successors and assigns, to the extent such evidence is in the possession or control of Assignor. Assignor grants Assignee, its successors and assigns, an irrevocable power of attorney to execute any documentation necessary to vest all such rights in Assigned Trademarks in Assignee, its successors and assigns.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

5. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Colorado, excluding any that direct a choice of law other than expressly chosen by the parties, regardless of the place of execution or the place of performance, to the extent not preempted by federal law. Resolution of any disputes under this Agreement shall only be held in the federal or state courts sitting in or for Lee County, Florida and each party expressly and irrevocably consents to the jurisdiction of said courts.

6. Expenses of Enforcement. In any action to enforce a provision of this Agreement, the prevailing party shall be awarded and receive from the other party all reasonable costs and expenses, including, without limitation, reasonable attorney's fees and costs, incurred in connection with such action.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

Signed in the Presence of:

Print Name: DONNA FLAMMANO

Print Name: DONNA FLAMMANO

ASSIGNOR:

Impex International Corp.

By: _____
Peter Zahner, President

ASSIGNEE:

_____
Thomas Haueter

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SCHEDULE I
ASSIGNED TRADEMARKS

Registered Trademark:

Country	Status	Registration No.	Mark:
US	live	3186086	Melansol Melanin Skin Care
International	live	0886918	Melansol Melanin Skin Care