

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362867

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Geritrex Corp. | | 07/30/2015 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Geritrex, LLC | | |
| Street Address: | 144 Kingsbridge Road East | | |
| City: | Mount Vernon | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10550 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3160184 | BENZ-O-STHETIC | |
| Registration Number: | 3124666 | DENT-O-KAIN/20 | |
| Registration Number: | 1792296 | GERI-PROTECT | |
| Registration Number: | 1792295 | GERI-SOFT LOTION | |
| Registration Number: | 4139713 | G GERITREX | |
| Registration Number: | 2331047 | GERITREX CORP. | |
| Registration Number: | 4139712 | GRX | |
| Registration Number: | 4346487 | LAN-O-SOOTHE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8602860115 | | |
| <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: | 8602862929 | | |
| Email: | tm-ct@cantorcolburn.com | | |
| Correspondent Name: | George A. Pelletier, Jr. | | |
| Address Line 1: | 20 Church Street | | |
| Address Line 2: | 22nd Floor | | |
| Address Line 4: | Hartford, CONNECTICUT 06103 | | |
| ATTORNEY DOCKET NUMBER: | GTX0018AUS | | |
| NAME OF SUBMITTER: | George A. Pelletier, Jr. | | |

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| SIGNATURE: | /gapjr/ |
| DATE SIGNED: | 11/18/2015 |
| Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif | |

EXHIBIT 1
ASSIGNMENT OF REGISTERED TRADEMARKS

WHEREAS, Geritrex Corp., a New York corporation, with offices at 144 Kingsbridge Road East, Mount Vernon, New York 10550 ("Assignor"), is the owner of the eight (8) marks which are the subject of United States Patent & Trademark Office Registrations, common law rights, and goodwill, (collectively the "Marks"). See Schedule A for list of Marks.

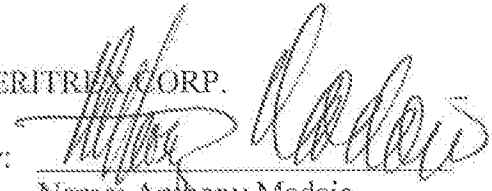
WHEREAS, by this Trademark Assignment, Assignor desires to quitclaim and transfer to Geritrex, LLC, a Delaware limited liability company, with offices at 144 Kingsbridge Road East, Mount Vernon, New York 10550 ("Assignee"), all of its rights and interests in the Marks and common law rights and goodwill, as set forth more fully in the Intellectual Property Assignment Agreement entered into between Assignor and Assignee concurrently herewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts:

All right, title, and interest in and to the Marks worldwide (including, without limitation, all applications and registrations resulting therefrom and all renewals and extensions thereof), together with the worldwide goodwill of the business associated with or symbolized by the Marks, including all common law, trade dress, copyrights, goodwill, statutory, and other rights in the Marks, including, without limitation, designs or logos incorporating the mark or used in association with the mark, and publications including the mark, with the right to recover for damages and profits and all other remedies for past infringements thereof, to have and to hold for Assignee's own use and benefit and the benefit of Assignee's successors, assigns, or legal representatives.

Assignor hereby agrees to execute any documents and to do any other acts as may be reasonably required to further effectuate the assignment of its interest in the Marks to Assignee. Assignor appoints Assignee as its attorney-in-fact, with full power of substitution and delegation, to execute any and all such documents and do any and all such other acts in order to effectuate the assignment set forth in this document, and to record the assignment with the United States Patent & Trademark Office or other relevant governmental authority.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of July 30, 2015.

GERITREX CORP. 
By: _____
Name: Anthony Madaio
Title: President

GERITREX LLC 
By: _____
Name: Anthony Madaio
Title: President

SCHEDULE A

| <u>Serial No.</u> | <u>Reg. No.</u> | <u>Trademark</u> | <u>Reg. Date</u> |
|-------------------|-----------------|---------------------|--------------------|
| 78486211 | 3160184 | BENZ-O-STHETIC | October 17, 2006 |
| 78486209 | 3124666 | DENT-O-KAIN/20 | August 01, 2006 |
| 74255838 | 1792296 | GERI-PROTECT | September 14, 1993 |
| 74255837 | 1792295 | GERI-SOFT LOTION | September 14, 1993 |
| 85087480 | 4139713 | GERITREX AND DESIGN | May 08, 2012 |
| 75503626 | 2331047 | GERITREX CORP. | March 21, 2000 |
| 85087462 | 4139712 | GRX | May 08, 2012 |
| 85748360 | 4346487 | LAN-O-SOOTHE | June 04, 2013 |