

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377613

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900356962		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VOCO GmbH		03/10/2016	Gesellschaft Mit Beschränkter Haftung (GmbH):
RECEIVING PARTY DATA			
Name:	VOCO America Inc.		
Street Address:	1245 Rosemont Drive		
Internal Address:	Suite 140		
City:	Indian Land		
State/Country:	SOUTH CAROLINA		
Postal Code:	29707		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86879031	MERON	
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>			
Email:	recht@voco.de		
Correspondent Name:	VOCO GmbH		
Address Line 1:	Anton-Flettner-Str. 1-3		
Address Line 4:	Cuxhaven, GERMANY 27472		
NAME OF SUBMITTER:	Christopher Eggers		
SIGNATURE:	/Christopher Eggers/		
DATE SIGNED:	03/23/2016		
Total Attachments: 2			
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Trademark Purchase and Transfer Agreement

Trademark Purchase and Transfer Agreement
between

VOCO America Inc., 1245 Rosemont Drive, 29707 Indian Land (SC), USA
-- hereinafter referred to as „Purchaser“ --

and

VOCO GmbH, Anton-Flettner-Str. 1-3, 27472 Cuxhaven, Germany
-- hereinafter referred to as „Seller“ --

Preamble

The Seller is the holder of US trademark application "Meron", Serial Number 86879031, which enjoys protection for goods of international class 05.

The Purchaser intends to buy said trademark "Meron" from the Seller. Therefore, the Parties agree as follows:

§ 1 Purchase Object

The Seller sells and transfers US trademark "Meron", Serial Number 86879031 (hereinafter referred to as „Contract Trademark“) to the Purchaser. The Purchaser hereby accepts the transfer of the Contract Trademark.

§ 2 Obligations of the Seller

(1) By signing this Agreement, the Seller grants to the Purchaser the written consent attached hereto as an Annex to register in the trademark register the transfer of rights in the Contract Trademark to the Purchaser.

(2) After signing this Agreement, the Seller shall surrender to the Purchaser all documents relating to the Contract Trademark, in particular the application documents, the certificate of registration, any opposition files as well as agreements entered into with third parties in connection with the Contract Trademark.

(3) The Seller shall provide the Purchaser with all the information requested about the past use of the Contract Trademark and shall make available to the Purchaser any existing evidence upon request.

§ 3 Warranty

(1) The Seller represents and warrants

a) that it has no knowledge of any third-party rights which may conflict with the use of the Contract Trademark nor any grounds for cancellation, and that there are no cancellation proceedings pending against the Contract Trademark nor have such proceedings been threatened by third parties;

b) that it has neither granted any license rights (neither non-exclusive nor exclusive) nor any other rights of use or security interests in the Contract Trademark.

(2) The Seller represents and warrants that it is the holder of the Contract Trademark, that it has not otherwise transferred or otherwise granted any rights to third parties in the said Trade-mark and that it can freely dispose of the Trademark without restriction.

§ 4 Purchase price

(1) The Purchaser shall pay the Seller as purchase price within 30 days of receipt by the Purchaser of this Agreement signed by both Parties an amount of USD 225,- (in words two hundred and twenty five US Dollar) including VAT as applicable into an account to be specified by the latter.

(2) Without prejudice to any other rights to which the Purchaser may otherwise be entitled, in the event that any of the warranties and representations given in sec. 3 is incorrect, the Purchaser shall be entitled to reduce the purchase price specified in Clause 1 at its reasonable discretion or to rescind this Trademark Purchase and Transfer Agreement.

§ 5 Final provisions

(1) Cuxhaven, Germany shall be the exclusive place of jurisdiction for all disputes arising from and/or in connection with this Agreement. This agreement shall be governed by German substantive law.

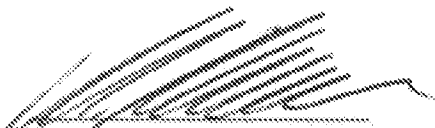
(2) If any of the provisions of this Agreement should be or become invalid, the validity of the remaining provisions shall not be affected thereby. The Parties shall be obliged to replace the invalid provision by a valid one best achieving the economically desired result.

(3) This Agreement shall be binding not only on the Parties but also on their successors in title, assignees and licensees as well as affiliates of the Parties. There-for, the Parties undertake to impose their obligations under this Agreement upon any successor in title, assignee, licensees and affiliates.

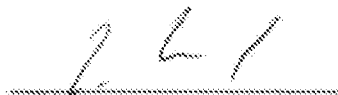
(4) Any change or amendment of this Agreement shall require written form. This shall also apply for changes to the written form requirement itself.

Cuxhaven, 26.02.2016

Indian Land, 29.02.2016



VOCC GmbH
Manfred Thomas Plaumann
Managing Director



VOCC America Inc.
Leif Ebert
President