

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jonathan Petrillo		02/15/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cosmetic Skin Solutions, LLC		
Street Address:	10580 N. McCarran Blvd., Ste. 115-275		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89503		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4005859	COSMETIC SKIN SOLUTIONS	
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>			
Phone:	530-613-0492		
Email:	info_labs@cosmeticskinsolutions.com		
Correspondent Name:	Cosmetic Skin Solutions, LLC		
Address Line 1:	10580 N. McCarran Blvd., Ste. 115-275		
Address Line 4:	Reno, NEVADA 89503		
NAME OF SUBMITTER:	Hrach Mkrtumyan		
SIGNATURE:	/Hrach Mkrtumyan/		
DATE SIGNED:	02/21/2017		
Total Attachments: 7			
source=Cosmetic Skin Solutions Trademark Assignment#page1.tif			
source=Cosmetic Skin Solutions Trademark Assignment#page2.tif			
source=Cosmetic Skin Solutions Trademark Assignment#page3.tif			
source=Cosmetic Skin Solutions Trademark Assignment#page4.tif			
source=Cosmetic Skin Solutions Trademark Assignment#page5.tif			
source=Cosmetic Skin Solutions Trademark Assignment#page6.tif			

OP \$40.00 4005859

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of February 15, 2013 ("Effective Date") by and between Jonathan Petrillo, an individual (the "Assignor") and Cosmetic Skin Solutions LLC, a Nevada limited liability company (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor has registered the trademark listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Mark")

WHEREAS, it is the Assignor's intention is to assign and transfer to the Assignee all of his right, title, and interest in and to the Mark; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Mark; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF MARK.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Mark referred to in Schedule 1 hereto;
- (b) the registration for such Mark;
- (c) the goodwill of the business connected with and symbolized by such Mark;
- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Mark including, without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and
- (e) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

2. CONSIDERATION.

As consideration for the assignment of the Mark and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of one dollar (\$1.00), to be paid immediately on the Effective Date (the "Consideration").

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that he:

- (a) is the sole owner of all right, title, and interest in and to the Mark;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered the Mark or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Mark;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Mark purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Mark and/or any associated trademark registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

6. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Mark for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Mark, reasonably necessary to record the assignment in the United States; and
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States.

7. NO FURTHER USE OF MARK.

After the Effective Date, the Assignor agrees to make no further use of the Mark or any Mark confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Mark.

8. INDEMNIFICATION.

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that the Mark or its use, assignment, sale, or reproduction infringes or misappropriates any trademark, trade secret, or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;

- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of the Mark by the Assignor; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

9. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

10. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

11. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Jonathan Petrillo
2701 Del Paso Road
Sacramento, CA 95835

If to the Assignee:

Cosmetic Skin Solutions, LLC
10580 N McCarran Blvd Suite 115-275
Reno, NV 89503

12. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Nevada. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

13. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

14. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

15. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule I, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

16. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

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


ASSIGNOR

JONATHAN PETRILLO

By: 
Name: Jonathan Petrillo

ASSIGNEE

COSMETIC SKIN SOLUTIONS, LLC

By: 
Name: Jonathan Petrillo
Title: CEO

Trademark Assignment

TRADEMARK
REEL: 005993 FRAME: 0321

SCHEDULE I

LIST OF TRADEMARK AND/OR SERVICE MARK

Trademark / Service Mark	Registration Number	Date of Registration
Cosmetic Skin Solutions	4005859	08/02/2011

Trademark Assignment