

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418832

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EFFICIENT LABORATORIES, INC.		01/10/2017	Corporation: PUERTO RICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Culebra Holdings, LLC		
<b>Street Address:</b>	7715 NW 64th Street		
<b>City:</b>	MIAMI		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33166		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3111480	ONGO-FIN	
<b>Serial Number:</b>	87069279	INMUNO UP	
<b>Registration Number:</b>	2842093	STRESS OUT	
<b>Registration Number:</b>	2178522	REFORZOL	
<b>Registration Number:</b>	2370314	MIELIM Y MAS	
<b>Registration Number:</b>	2459153	EFFICIENT LABORATORIES, INC.	
<b>Registration Number:</b>	2459152	E L I EFFICIENT LABORATORIES, INC.	
<b>Registration Number:</b>	2346815	ROMPE PECHO	
<b>Registration Number:</b>	1698718	SPOT OUT	
<b>Registration Number:</b>	1830114	FINAFTA	
<b>Registration Number:</b>	1672354	MEMORY POWER	
<b>Registration Number:</b>	1698719	VENO-FLASH	
<b>Registration Number:</b>	1776197	HONGO KILLER	
<b>Registration Number:</b>	1721340	SERENITA	
<b>Registration Number:</b>	1691133	COUGH OUT	
<b>Registration Number:</b>	1701345	FORCE PLUS	
<b>Registration Number:</b>	1700128	PANO FIN	
<b>Registration Number:</b>	4171211	CHEST BREAKER	
<b>Registration Number:</b>	4363997	ZERO ALLERGY	
<b>TRADEMARK</b>			

OP \$515.00 3111480

Property Type	Number	Word Mark
Registration Number:	5062573	EFFICIENT LABORATORIES, INC.

**CORRESPONDENCE DATA**

**Fax Number:** 3054411616

*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:** 3054410616

**Email:** delaila@estefanolaw.com

**Correspondent Name:** Delaila J. Estefano, Esq.

**Address Line 1:** 1600 Ponce de Leon, Suite 804

**Address Line 4:** Coral Gables, FLORIDA 33134

<b>NAME OF SUBMITTER:</b>	Delaila Estefano
<b>SIGNATURE:</b>	/Delaila Estefano/
<b>DATE SIGNED:</b>	03/08/2017

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 10th of January, 2017 (the "Effective Date") by and between Efficient Laboratories, Inc., a corporation duly organized and existing under the laws of Puerto Rico and having its principal place of business at Mar Mediterráneo #28, Urbanización Villamar, Calle Mar Mediterráneo #28, Carolina PR 00979, ("Assignor") and Culebra Holdings, LLC, a limited liability company, duly organized and existing under the laws of the State of Florida and having its principal place of business at 7715 NW 64<sup>th</sup> Street, Miami, Florida 33166 ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibits A, B, and C (collectively the "Marks");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby with all rights to sue and recover damages and/or profits for past infringements, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

### I. ASSIGNMENT

Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks with all rights to sue and recover damages and/or profits for past infringements.

### 2. WARRANTIES AND OBLIGATIONS

- A. Assignor represents and warrants that:
- (i) Assignor owns the entire right, title and interest in and to the Marks;
  - (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
  - (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
  - (iv) there are no liens or security interests against the Marks;
  - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

B. Assignee shall pay the filing fee for the registration of the assignment within 5 days of the execution of this Agreement. Assignor shall file the registration of the assignment with the United States Trademark and Patent Office within 15 days of the execution of this Agreement, provided that the Assignee has paid the filing fee, and deliver to Assignee the confirmation of the registration of the assignment as soon as it has been issued by the United States Trademark and Patent Office.

C. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

D. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

### 3. COMPENSATION

Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of One Hundred and 00/100 Dollars (\$100.00) in cash or immediate available funds.

### 4. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

### 5. MISCELLANEOUS.

A. This Agreement, along with the Exhibits A, B, and C constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

B. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

C. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

D. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

**Efficient Laboratories, Inc.**

By: /s/ Miguel Reyes

Name: Miguel Reyes

Title: President

**ASSIGNEE:**

**Calebra Holdings, LLC**

By: /s/ Miguel Reyes

Name: Miguel Reyes

Title: President

**TRADEMARK**

**REEL: 006006 FRAME: 0356**

**EXHIBIT A**

**U.S. FEDERALLY REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

TRADEMARK NAME	FILING DATE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
ONGO-FIN	2/14/2005	78566515	3111480	7/4/2006
INMUNO UP	6/13/2016	87069279	Under examination	Scheduled to publish on 12/27/2016
STRESS OUT	11/7/2004	76160895	2842093	5/18/2004
REFORZOL	7/25/1997	75330813	2178522	8/4/1998
MIELIM Y MAS	1/13/1999	75620236	2370314	7/25/2000
EFFICIENT LABORATORIES, INC.	8/12/1999	75775864	2459153	6/12/2001
E L I EFFICIENT LABORATORIES, INC.	8/12/1999	75775863	2459152	6/12/2001
BOMPE PECHO	1/6/1999	75616526	2346615	5/2/2000
SPOT OUT	10/5/1990	74103242	1698718	7/7/1992
FINAFTA	1/28/1993	74353558	1830114	1/12/1994
MEMORY POWER	2/25/1991	74141660	1672354	1/21/1992
VENO-FLASH	10/5/1990	74103415	1698719	7/7/1992
HONGO KILLER	10/5/1990	74103349	1776197	6/15/1993
SERENITA	10/5/1990	74103339	1721340	10/6/1992
COUGH OUT	10/5/1990	74103334	1691133	6/9/1992
FORCE PLUS	10/5/1990	74103327	1701345	7/21/1992
PANO FIN	10/5/1990	74103326	1700128	7/14/1992
CHEST BREAKER	11/10/2011	85469128	4171211	7/10/2012
ZERO ALLERGY	10/25/2012	85764123	4363997	7/9/2013
EFFICIENT LABORATORIES, INC.	1/29/2016	86880881	5062573	10/18/2016

**EXHIBIT B**

**U.S. COMMON LAW TRADEMARKS**

MATAONGUITO™, typed drawing  
AVIVA™, standard characters and design  
CRAMPS OUT™, typed drawing

**EXHIBIT C**

**FOREIGN TRADEMARKS**

I. Trademarks in Honduras

NAME	CLASS	CERTIFICATE	VALIDITY
EFFICIENT LABORATORIES, INC.  (Commercial Name)		198	October 13, 2019

<b>HONGO KILLER</b> (Mark)	5	106945	October 20, 2018
<b>VENOFLASH</b> (Mark)	5	106944	October 20, 2018
<b>ROMPE PEHO</b> (Mark)	5	106966	October 20, 2018
<b>ROMPE PECHO SF</b> (Mark)	5	106934	October 20, 2018
<b>ROMPE PECHO DM</b> (Mark)	5	106965	October 20, 2018
<b>PAÑO FIN</b> (Mark)	5	106933	October 20, 2018

**II. Trademarks in Costa Rica**

NAME	CLASS	CERTIFICATE	VALIDITY
<b>VENOFLASH</b> (Mark)	5	232459	January 9, 2024
<b>ROMPE PECHO</b> (Mark)	5	232587	January 10, 2024
<b>HONGO KILER</b> (Mark)	35	237158	July 31, 2024

**III. Trademarks in El Salvador**

NAME	CLASS	CERTIFICATE	VALIDITY
<b>VENOFLASH</b> (Mark)	5	218 of the Book 245	January 19, 2025

<b>ROMPE PECHO</b> (Mark)	5	217 of the Book 245	January 19, 2025
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**IV. Trademarks in Guatemala**

NAME	CLASS	CERTIFICATE	VALIDITY
<b>SALUVENA</b> (Mark)	5	205,094	March 22, 2025

**V. Trademarks in Panama**

NAME	CLASS	CERTIFICATE	VALIDITY
<b>VENOFLASH</b> (Mark)	5	234977	September 12, 2024
<b>FINAFTA</b> (Mark)	5	169379-01	March 11, 2018
<b>HONGO KILLER</b> (Mark and Design)	5	169375-01	March 11, 2018
<b>ROMPE PECHO</b> (Mark)	5	169377-01	March 11, 2018

**VI. Trademarks in the Dominican Republic**

NAME	CLASS	CERTIFICATE	VALIDITY
<b>EFFICIENT LABORATORIES, INC.</b> (Trade Name)	5	234645	August 1, 2017



<b>HONGO KILLER</b> (Mark)	5	148585	July 15, 2025
<b>SALUVENA</b> (Mark)	5	186721	May 15, 2021
<b>MIELIM Y MAS</b> (Mark)	5	148963	July 30, 2025
<b>SPOT OUT</b> (Mark)	5	154199	May 15, 2026
<b>FINAFTA</b> (Mark)	5	152467	May 15, 2026
<b>PANO FIN</b> (Mark)	5	171777	January 30, 2026
<b>MEMORY POWER PLUS</b> (Mark)	5	200722	January 19, 2019