

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eurasia Concepts, Inc.		07/10/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Agave Products, Inc.		
Street Address:	6222 Wilshire Boulevard		
Internal Address:	Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4445171	AGAVE HEALING OIL	
Registration Number:	4267548	AGAVE HEALING OIL BIO IONIC	
CORRESPONDENCE DATA			
Fax Number:	9287172218		
<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:	9287172218		
Email:	DSGLAW@MSN.COM		
Correspondent Name:	Donald S Grier		
Address Line 1:	1800 TIMBER COVE LANE		
Address Line 4:	PRESCOTT, ARIZONA 86305		
NAME OF SUBMITTER:	DONALD S GRIER		
SIGNATURE:	/DSG/		
DATE SIGNED:	07/10/2017		
Total Attachments: 2			
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OP \$65.00 4445171

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter "Assignment"), is dated and effective as of July 10, 2017 ("Effective Date"), and is made by and between Agave Products, Inc., a California corporation having offices at 6222 Wilshire Boulevard, Suite 300, Los Angeles, California 90048 (hereinafter, "Assignee"), and Eurasia Concepts, Inc., a California corporation having offices at 6222 Wilshire Boulevard, Suite 300, Los Angeles, California 90048 (hereinafter, "Assignor"). Assignors and Assignee agree as follows:

WHEREAS, Assignor is the owner of the United States trademark registration number 4445171 in international class 3 for the mark "Agave Healing Oil" and United States trademark registration number 4267548 for the mark "Agave Healing Oil Bio Ionic (hereinafter collectively referred to as the "Trademarks");

WHEREAS, Assignee desires to acquire the Trademarks owned by Assignor, together with the goodwill symbolized by the foregoing; and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to Assignee all of Assignor's right, title, and interest in and to the Trademarks and all goodwill associated therewith.

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

1. Assignor represents and warrants that, as of the Effective Date, it is the sole owner of the Trademarks in the United States, and that it has not granted, licensed, or assigned to any third party, or otherwise encumbered, any portion of Assignor's rights in the Trademarks anywhere in the world.
2. Assignor hereby conveys, transfers, assigns, and delivers to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Trademarks, and all goodwill associated therewith, worldwide.
3. In consideration of said assignment, and for other good and valuable consideration, Assignee shall pay to Assignor, the total sum of Ten Dollars (\$10.00) upon full execution of this Assignment and receipt of the original Trademark certificates.
4. Assignor's sale, assignment, grant, transfer and conveyance to Assignee of Assignor's rights in and to the Trademarks, shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with all national, federal and state registrations, applications for registration and renewals and extensions thereof and all common law rights; all goodwill associated therewith and all benefits relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present and future infringements or other violations of any rights in the Trademarks; and to settle and retain proceeds from any such actions); and any and all of Assignor's or any affiliate of Assignor other rights, title and interest of every kind and nature whatsoever in and to the foregoing.

5. Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to execute such further assignments and other lawful documents, as Assignee and its successors and assigns may, from time to time, reasonably request to effect fully this Assignment, perfect its ownership rights, and permit Assignee to be duly recorded as the registered owner of the Trademarks in the United States, provided that all reasonable costs associated with the performance of such action and preparation, review and execution of such documentation shall be borne entirely by Assignee. If Assignor fails, refuses, is unavailable, or, despite Assignee's reasonable efforts, cannot be located to execute such documents, Assignor hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignor's agent and attorneys-in-fact to act for and on Assignor's behalf solely to execute such documents or papers with the same legal force and effect as if executed by Assignor.

6. The parties acknowledge and agree that: (i) this Assignment shall be construed and interpreted pursuant to the laws of the State of California in the United States of America without consideration to any conflict or choice of law provisions or principles; (ii) any claim, demand, action, lawsuit or other proceeding arising from, or related to, this Assignment and/or its subject matter shall be brought and determined solely in the United States District Court for the Central District of California; and (iii) each party expressly consents to the jurisdiction of the foregoing court.

7. This Assignment encompasses the entire agreement of the parties hereto, and supersedes any previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, that by executing this Assignment, they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

8. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. No party is relying on any warranties, representations or inducements not set forth herein.

9. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Eurasia Concepts, Inc. (Assignor)

Agave Products, Inc. (Assignee)


Fernando Romero
President


Fernando Romero
President