

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James Walker		09/15/2017	INDIVIDUAL:
Shirley Pinksun		09/15/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	W3LL PEOPLE, INC.		
Street Address:	1570 Pacheco St., Suite E-14		
City:	Santa Fe		
State/Country:	NEW MEXICO		
Postal Code:	87505		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3541088	W3LL PEOPLE	
CORRESPONDENCE DATA			
Fax Number:	5124805811		
<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:	512-480-5772		
Email:	khays@gdhm.com		
Correspondent Name:	Kay Hays		
Address Line 1:	401 Congress Avenue, Suite 2200		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Kay Hays		
SIGNATURE:	/s/ Kay Hays		
DATE SIGNED:	09/18/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made and entered into effective as of September 15, 2017 by and among (a) W3LL PEOPLE, INC., a Delaware corporation ("Assignee") and (b) JAMES WALKER, an individual resident of New Mexico and SHIRLEY PINKSUN (otherwise legally known as Shirley Pinkson Manas), an individual resident of New York (collectively, the "Assignors"). Each of Assignee and the Assignors may be referred to herein as a "Party" and collectively may be referred to herein as the "Parties".

WHEREAS, the Assigned Trademark (as defined herein) is currently registered in the individual names of the Assignors with the U.S. Patent and Trademark Office;

WHEREAS, it is the desire of each of the Assignors, as owners of the Assigned Trademark as tenants in common, to convey, transfer and assign the Assigned Trademark to Assignee;

WHEREAS, the Assignors agree to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office;

NOW THEREFORE, in consideration of the premises and agreements set forth in this Trademark Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Each of the Assignors hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of each Assignor's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof;
 - (b) all rights of any kind whatsoever of the Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and

equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each of the Assignors authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Each of the Assignors shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Conflict. This Trademark Assignment constitutes the entire agreement between the Parties with respect to the subject matter of this Trademark Assignment and supersedes all prior written and oral agreements and understandings between the Parties with respect to the subject matter of this Trademark Assignment.
4. Counterparts. This Trademark Assignment may be executed and delivered via facsimile, pdf or other electronic means in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment shall become effective when each Party hereto shall have received counterparts thereof signed by all the other Parties hereto. This Trademark Assignment may be executed by facsimile, scanned or other electronically generated signatures.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment the day and year first above written.

ASSIGNORS:

Declared at: San Francisco, California
~~Santa Fe, New Mexico~~


Date: 9/15/2017

By: [Signature]

JAMES WALKER

Sworn to and subscribed before me this 15th day of September, 2017.

See Attached Form For Notary

NOTARY PUBLIC
 KAYVON HAGHIGHI
COMM. #2162410
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires 07/11/2020

Declared at: San Francisco, California


Date: 9/15/2017

By: [Signature]

SHIRLEY PINKSUN (otherwise legally known as Shirley Pinkson Manas)

Sworn to and subscribed before me this 15th day of September, 2017.

See Attached Form For Notary

NOTARY PUBLIC
 KAYVON HAGHIGHI
COMM. #2162410
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires 07/11/2020

ASSIGNEE:

W3LL PEOPLE, INC.

Declared at: San Francisco, California
~~Santa Fe, New Mexico~~

Date: 9/15/2017


By: [Signature]

Name: James Walker

Title: President

Sworn to and subscribed before me this 15th day of September, 2017.

See Attached Form For Notary

NOTARY PUBLIC
 KAYVON HAGHIGHI
COMM. #2162410
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires 07/11/2020

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco


On 9/15/2017 before me, Kayvon Haghghi, Notary Public
(insert name and title of the officer)

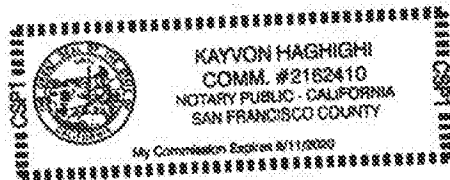
personally appeared James Walker
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

 (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

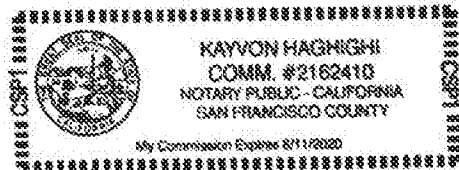
On 9/15/2017 before me, Kayvon Haghighi, Notary Public
(insert name and title of the officer)

personally appeared Shirley Pinkson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

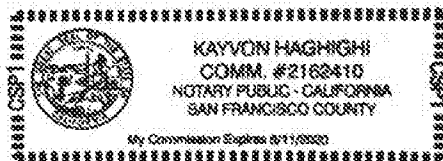
On 9/15/2017 before me, Kayvon Haghighi, Notary Public
(insert name and title of the officer)

personally appeared James Walker
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES						
Mark Name	Classes	Goods/Services	Status	Filed Date	App No.	Reg. No.
W3LL PEOPLE	003	Non-medicated skin care products, namely, lotions, creams, cleansers, astringents; skin care preparations, namely, chemical peels	Registered on December 2, 2008	June 4, 2007	77/205,837	3,541,088
	035	Retail store services featuring skin care products and cosmetics				