

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448626

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/24/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NeoCell Corporation		07/24/2017	Corporation:

RECEIVING PARTY DATA

Name:	NEOCELL HOLDING COMPANY, LLC
Street Address:	1301 Sawgrass Corporate Parkway
City:	Sunrise
State/Country:	FLORIDA
Postal Code:	33323
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	86774379	DERMA MATRIX
Serial Number:	86774401	DOSAGE.DALTON.DENSITY.
Serial Number:	86774395	BIOACTIVE NEOCELL COLLAGEN
Serial Number:	86774384	BONE MATRIX
Serial Number:	86774373	MOVE MATRIX
Serial Number:	86774369	GLOW MATRIX
Serial Number:	86774359	PLATINUM MATRIX
Serial Number:	86774388	CLARITY MATRIX
Serial Number:	86774399	STRENGTHEN.HYDRATE.PROTECT.
Serial Number:	86785036	GLOWGETTER
Serial Number:	86774390	CALM MATRIX
Serial Number:	86541751	COLLAC BEAUTY CRYSTAL COMPLEX
Serial Number:	86541756	CHEWS YOUTH
Serial Number:	86418621	NEOCELL
Serial Number:	86109868	BEAUTY INFUSION
Serial Number:	85875024	NEOCELL
Serial Number:	85002827	ARTHROPET
Serial Number:	85734353	BEAUTY IS AN EXPRESSION OF HEALTH

OP \$615.00 86774379

Property Type	Number	Word Mark
Serial Number:	85934118	BEAUTY BURSTS
Serial Number:	85875293	NEOCELL
Serial Number:	85390698	ARTHROPET
Serial Number:	85075396	COLLAGEN SPORT
Serial Number:	76659907	NUTRIENTS YOU CAN TRUST
Serial Number:	76659906	COLLAGEN MD

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@wellnexthealth.com

Correspondent Name: Guido Panzera

Address Line 1: 1301 Sawgrass Corporate Parkway

Address Line 4: Sunrise, FLORIDA 33323

NAME OF SUBMITTER:	Guido Panzera
SIGNATURE:	/Guido Panzera/
DATE SIGNED:	10/26/2017

Total Attachments: 5

source=NeoCell Corp - Agreement of Merger#page1.tif

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source=NeoCell Corp - Agreement of Merger#page3.tif

source=NeoCell Corp - Certificate of Merger (CA)#page1.tif

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Execution Version **FILED**
Secretary of State
State of California

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan") is entered into by and between **NEOCELL CORPORATION**, a California corporation (the "Company"), and NEOCELL HOLDING COMPANY, LLC, a Delaware limited liability company ("NeoCell Holdco").

!!! 24 2017
RC
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RECITALS

The Company is a direct, wholly owned subsidiary of NeoCell Holdco.

NeoCell Holdco has determined that it is advisable and in the best interests of the Company that the Company be merged with and into NeoCell Holdco, with NeoCell Holdco being the surviving entity (the "Surviving Company"), on the terms and subject to the conditions set forth herein (the "Merger").

The sole member of NeoCell Holdco approved this Plan and the Merger, in accordance with Section 18-209 of the Delaware Limited Liability Company Act (the "DE LLC Act").

The sole director of the Company and NeoCell Holdco, as the sole shareholder of the Company, approved this Plan and the Merger, in accordance with Section 1113 of the Corporations Code of the State of California (the "CA Corp Code").

The parties hereto intend this Plan to constitute an "agreement of merger" pursuant to Section 1113 of the CA Corp Code and Section 18-209 of the DE LLC Act.

THE MERGER

At the Effective Time (as defined below), the Company shall be merged with and into the Surviving Company in accordance with Section 1113 of the CA Corp Code and Section 18-209 of the DE LLC Act, and the separate existence of the Company shall cease and the Surviving Company shall continue as the surviving entity under the laws of the State of Delaware.

THE SURVIVING COMPANY

At and immediately after the Effective Time, the Certificate of Formation of NeoCell Holdco in effect prior to the Effective Time shall remain as the Certificate of Formation of the Surviving Company, until thereafter altered, amended or repealed in accordance with applicable laws and the Certificate of Formation of the Surviving Company.

At and immediately after the Effective Time, the Limited Liability Company Operating Agreement of NeoCell Holdco in effect prior to the Effective Time shall remain as the Limited Liability Company Operating Agreement of the Surviving Company, until thereafter altered, amended or repealed in accordance with applicable laws and the Certificate of Formation and the Limited Liability Company Operating Agreement of the Surviving Company.

MANNER AND BASIS OF CONVERTING SHARES

At the Effective Time, all of the shares of the Company, regardless of class, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Surviving Company, automatically be cancelled without consideration and cease to exist.

At the Effective Time, all of the membership interests of the Surviving Company, regardless of class, issued and outstanding immediately prior to the Effective Time shall remain as issued and outstanding membership interests of the Surviving Company.

At the Effective Time, all property, rights, privileges, powers and franchises of the Company shall vest in the Surviving Company, and all liabilities and obligations of the Company shall become liabilities and obligations of the Surviving Company.

EFFECTIVE TIME

Pursuant to Section 1113 of the CA Corp Code and Section 18-209 of the DE LLC Act, the Merger shall become effective upon the filing of the Certificate of Merger with the office of the Secretary of State of the State of Delaware, with respect to the Merger (such date and time, the "Effective Time"), but shall be effective with respect to the Company as of the Effective Time, upon the filing of the Certificate of Merger with the office of the Secretary of State of the State of California, with respect to the Merger.

COUNTERPARTS

This Plan may be executed in multiple counterparts and all such counterparts collectively shall constitute an original Plan, which may be evidenced by any one counterpart.

MISCELLANEOUS

The Company shall from time to time, as and when requested by NeoCell Holdco, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

[Signature Page follows]

D1408995

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the 24th day of July, 2017.

NEOCELL CORPORATION

By: 

Name: George Daulerio

Title: President,

By: 

Name: George Daulerio

Title: Secretary and Chief Financial Officer

NEOCELL HOLDING COMPANY, LLC

By: Wellnext Business LLC, its sole member

By: Wellnext LLC, its sole member

By: 

Name: George Daulerio

Title: CFO

[Signature Page to Agreement and Plan of Merger (NeoCell Corp)]

TRADEMARK
REEL: 006190 FRAME: 0546



**State of California
Secretary of State**

Certificate of Merger

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

OBE MERG

IMPORTANT — Read all instructions before completing this form.

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1. NAME OF SURVIVING ENTITY NeoCell Holding Company, LLC		2. TYPE OF ENTITY LLC	3. CA SECRETARY OF STATE FILE NUMBER N/A		4. JURISDICTION Delaware												
5. NAME OF DISAPPEARING ENTITY NeoCell Corporation		6. TYPE OF ENTITY Corporation	7. CA SECRETARY OF STATE FILE NUMBER C2122094		8. JURISDICTION California												
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUATED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)																	
<p style="text-align: center;"><u>SURVIVING ENTITY</u></p> <table border="0"> <tr> <td>CLASS AND NUMBER</td> <td>AND</td> <td>PERCENTAGE VOTE REQUIRED</td> </tr> <tr> <td>Common Interests (100%)</td> <td></td> <td>51%</td> </tr> </table>			CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	Common Interests (100%)		51%	<p style="text-align: center;"><u>DISAPPEARING ENTITY</u></p> <table border="0"> <tr> <td>CLASS AND NUMBER</td> <td>AND</td> <td>PERCENTAGE VOTE REQUIRED</td> </tr> <tr> <td>Common Stock - 250 Outstanding</td> <td></td> <td>100%</td> </tr> </table>			CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	Common Stock - 250 Outstanding		100%
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED															
Common Interests (100%)		51%															
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED															
Common Stock - 250 Outstanding		100%															
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.																	
<input type="checkbox"/> No vote of the shareholders of the parent party was required.			<input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.														
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY. N/A																	
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.																	
PRINCIPAL ADDRESS OF SURVIVING ENTITY		CITY AND STATE		ZIP CODE													
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.																	
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. Section 18-209 of the Delaware Limited Liability Company Act				15. FUTURE EFFECTIVE DATE, IF ANY (Month) (Day) (Year)													
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.																	
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE AND I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.																	
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		DATE July 24, 2017	George Daulerto, CFO of Wellnext LLC, Member of Wellnext Business, LLC, Member/Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON														
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		DATE July 24, 2017	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON George Daulerto, President														
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		DATE July 24, 2017	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON George Daulerto, Secretary and Chief Financial Officer														
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		DATE July 24, 2017	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON														
For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing:																	



I hereby certify that the foregoing transcript of 5 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JUL 24 2017

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

TRADEMARK

REEL: 006190 FRAME: 0548

RECORDED: 10/26/2017