

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM459541

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flu and Cold Defense, LLC		12/19/2017	Limited Liability Company: Florida

RECEIVING PARTY DATA

Name:	Inhalable Solutions, LLC
Street Address:	3939 Northeast 5th Avenuee
Internal Address:	#A102
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33431
Entity Type:	Limited Liability Company: Florida

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86336318	

CORRESPONDENCE DATA

Fax Number: 9543517479
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: 9543517479
Email: jtadros@intellectualpropertynow.com
Correspondent Name: Jacqueline Tadros
Address Line 1: P.O. Box 4564
Address Line 4: Fort Lauderdale, FLORIDA 33338

NAME OF SUBMITTER:	Jacqueline Tadros
SIGNATURE:	/jacqueline tadros/
DATE SIGNED:	01/26/2018

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS AGREEMENT FOR ASSIGNMENT OF TRADEMARK RIGHTS ("Agreement") dated this day December 19, 2017, by and between Flu and Cold Defense, LLC., a Florida limited liability company with an address located at P.O. Box 487, 2234 N. Federal Highway Boca Raton Florida, 33431 ("Assignor") and Inhaible Solutions, LLC, a Florida limited liability company whose address is 3939 Northeast 5th Avenue, #A102, Boca Raton, FL 33431 ("Assignee") (hereinafter referred to collectively as the "Parties");

WHEREAS, Assignor is the owner of all rights, title and interest in and to U.S. Trademark Serial No. 86/336,318 for a trade dress design filed on July 14, 2014 with the U.S. Patent and Trademark Office, in international Class 003 for Essential oils; Essential oils for aromatherapy use; essential oils for personal use; essential oils for inhaler and inhalable solutions for use in aromatherapy; Inhalers sold filled with essential oils for use in aromatherapy (hereinafter "the Mark"), together with the business and goodwill appurtenant thereto symbolized thereby in connection with the services on which the Mark is used (the "Services");

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in, to and under said Mark, together with the business and goodwill appurtenant thereto symbolized thereby in connection with the services on which the Mark is used; and

WHEREAS, Assignee is desirous of obtaining all rights, title and interest in, to and under said Mark, together with the business and goodwill appurtenant thereto symbolized thereby in connection with the services on which the Mark is used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said Mark and the Property, together with (1) the goodwill of the business relating to the Services in respect upon which the Mark is used and for which it is registered: (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in and to the Mark and the Property.

Assignor does hereby authorize the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or

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transfer the said Marks to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignor does hereby represent and warrant that he has the full right to convey the entire right and interest herein assigned, that subject to said action there are no other rights or interests outstanding inconsistent with the rights and interests granted herein, and that Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

Assignor does hereby covenant and agree that Assignor will, upon request of the Assignee, communicate to the Assignee any facts known to Assignor relating to said Mark and the history thereof, testify in any legal proceeding, execute all lawful papers, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper trademark protection for said Mark.

Governing Law & Jurisdiction

This Assignment and the parties' actions under this Assignment shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of Florida.

Entire Agreement

This Assignment, including the attached exhibits, constitutes the entire Assignment between both parties concerning this transaction, and replaces all previous communications, representations and understandings, and agreements, whether verbal or written between the parties to this Assignment or their representatives. No representations or statements of any kind made by either party which are not expressly stated in this Assignment, shall be binding on such parties.

All Amendments in Writing

No waiver, amendment or modification of any provisions of this Assignment shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provision in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Assignment.

Notices

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Any notice required or permitted by this Assignment shall be deemed given if sent by overnight courier, next-day delivery service to the other party at the address set forth in the preamble of this Assignment or at such other address for which such party gives notice hereunder.

Costs of Legal Action

In the event any action is brought to enforce this Assignment, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys fees and court costs.

Inadequate Legal Remedy

Both parties understand and acknowledge that violation of their respective covenants and Assignments may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party whether in law or in equity.

Effect on Heirs & Successors

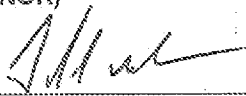
This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors of the parties to this Assignment.

Severability

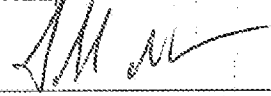
If any provisions of this Assignment are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Assignment shall remain in full force and effect.

IN TESTIMONY WHEREOF, Assignor and Assignee have executed this document by their duly authorized representatives on the date indicated below.

(ASSIGNOR)

By: 
Printed Name: TODD WHIDDEN
Title: MANAGER

(ASSIGNEE)

By: 
Printed Name: TODD WHIDDEN
Title: CEO

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Inhalable Solutions, LLC

Date: 12/19/2017
Date: _____

12/19/2017