# OP \$40.00 2385302

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM469194

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HE, INC.		07/15/2016	Corporation:

### **RECEIVING PARTY DATA**

Name:	AVADIM TECHNOLOGIES, INC.	
Street Address:	81 THOMPSON STREET	
City:	ASHEVILLE	
State/Country:	NORTH CAROLINA	
Postal Code:	28803	
Entity Type:	Corporation: WYOMING	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2385302	THERAWASH

### **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.

**Phone:** 7045227415

**Email:** paul@pedigolawfirm.com

Correspondent Name: PAUL PEDIGO

**Address Line 1:** 5970 FAIRVIEW ROAD, SUITE 725

Address Line 2: PEDIGO LAW FIRM PLLC

Address Line 4: CHARLOTTE, NORTH CAROLINA 28210

NAME OF SUBMITTER:	Paul Pedigo
SIGNATURE:	/Paul Pedigo/
DATE SIGNED:	04/10/2018

**Total Attachments: 2** 

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TRADEMARK REEL: 006313 FRAME: 0224

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# TRADEMARK ASSIGNMENT

This Trademark Assignment ("ASSIGNMENT"), by and between HE, INC. a Georgia Corporation having a principal place of business at 915 Windmill Parkway, Evans, GA 30809, formerly 4052 Indian Creek Rd. Martinez, Georgia 30907 ("ASSIGNOR") and AVADIM TECHNOLOGIES, INC. a Wyoming Corporation having a principle place of business at 81 Thompson St. Asheville, North Carolina 28803 ("ASSIGNEE"), is made effective as of the date last signed as indicated below.

WHEREAS, ASSIGNOR has adopted, used, and is using the trademark THERAWASH and owns all right, title, and interest therein, including the goodwill of the business associated therewith, and to Trademark Registration No. 2,385,302, which was registered in the United States Patent & Trademark Office on the Principal Register on September 12, 2000 (Reg. No. 2,385,302);

WHEREAS, ASSIGNOR desires to sell, assign, transfer, deliver, and convey to ASSIGNEE its entire right, title, and interest in and to the trademark THERAWASH and Reg. No. 2,385,302, including the goodwill of the business associated therewith; and

WHEREAS, ASSIGNEE desires to acquire from ASSIGNOR ASSIGNOR'S entire right, title, and interest in and to the trademark THERAWASH and Reg. No. 2,385,302, including the goodwill of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and with the intent to be legally bound, ASSIGNOR irrevocably, unconditionally, and forever, sells, assigns, transfers, delivers, and conveys to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever amount and in whatever nature in any and all jurisdictions in and to the trademark THERAWASH, common law rights thereto, and Reg. No. 2,385,302, together with 1) the goodwill of the business relating to the goods and services in connection with which the trademark THERAWASH and Reg. No. 2,385,302 are used; 2) all income, royalties, and damages, if any, hereafter due or payable to ASSIGNOR with respect to the trademark THERAWASH and Reg. No. 2,385,302, including, without limitation, payments for past or future infringements and misappropriations of the trademark THERAWASH and Reg. No. 2,385,302, and 3) any and all rights to sue for past, present, and future infringements or misappropriations of the trademark THERAWASH and Reg. No. 2,385,302, the same to be held and enjoyed by ASSIGNEE as fully and entirely as the right, title, interest, and goodwill of the business held and enjoyed by ASSIGNOR had this sale, assignment, transfer, delivery, and conveyance not been made.

ASSIGNOR also covenants and agrees that it has neither made nor attempted to make nor encumbered its right and obligation to make any sale, assignment, transfer, delivery, or conveyance that would conflict with this ASSIGNMENT. ASSIGNOR further covenants and agrees that it will execute all documents, papers, forms, and authorizations and take all other

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TRADEMARK REEL: 006313 FRAME: 0225 TRADEMARK ASSIGNMENT HE, INC. TO AVADIM TECHNOLOGIES, INC. U.S. REG. NO. 2,385,302

actions that may be necessary, desirable, or advised for securing, completing, or vesting in ASSIGNEE full and entire right, title, and interest in the trademark THERAWASH and Reg. No. 2,385,302, and will execute any and all documents reasonably necessary, desirable, or advised to effect this ASSIGNMENT or to confirm ASSIGNEE'S ownership of the trademark THERAWASH and Reg. No. 2,385,302, all at the expense of ASSIGNEE, its successors and assigns, and at no cost whatsoever to ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this ASSIGNMENT as evidenced by their signatures below on the date indicated.

ON BEHALF OF ASSIGNOR HE, INC.:

DATE: July /5, 2016

Norris Randolph Harod, its President

ON BEHALF OF ASSIGNEE AVADIM TECHNOLOGIES, INC.:

Stephen T. Wood /its CEO

**RECORDED: 04/10/2018** 

DATE: July 15, 2016

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