

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469191

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:	2358897	FACIAL FABRICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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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OP \$40.00 2358897

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 FACIAL FABRICS and owns all right, title, and interest therein, including the goodwill of the business associated therewith, and to Trademark Registration No. 2,358,897, which was registered in the United States Patent & Trademark Office on the Supplemental Register on June 13, 2000 (Reg. No. 2,358,897);

WHEREAS, ASSIGNOR desires to sell, assign, transfer, deliver, and convey to ASSIGNEE its entire right, title, and interest in and to the trademark FACIAL FABRICS and Reg. No. 2,358,897, 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 FACIAL FABRICS and Reg. No. 2,358,897, 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 FACIAL FABRICS, common law rights thereto, and Reg. No. 2,358,897, together with 1) the goodwill of the business relating to the goods and services in connection with which the trademark FACIAL FABRICS and Reg. No. 2,358,897 are used; 2) all income, royalties, and damages, if any, hereafter due or payable to ASSIGNOR with respect to the trademark FACIAL FABRICS and Reg. No. 2,358,897 including, without limitation, payments for past or future infringements and misappropriations of the trademark FACIAL FABRICS and Reg. No. 2,358,897, and 3) any and all rights to sue for past, present, and future infringements or misappropriations of the trademark FACIAL FABRICS and Reg. No. 2,358,897, 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 actions that may be necessary, desirable, or advised for securing, completing, or vesting in

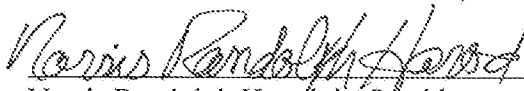


TRADEMARK ASSIGNMENT
HE, INC. TO AVADIM TECHNOLOGIES, INC.
U.S. REG. NO. 2,358,897

ASSIGNEE full and entire right, title, and interest in the trademark FACIAL FABRICS and Reg. No. 2,358,897, 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 FACIAL FABRICS and Reg. No. 2,358,897, 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 this 15th day of July, 2016, as evidenced by their signatures below.


ON BEHALF OF ASSIGNOR HE, INC.:



Norris Randolph Harod, its President

DATE: July 15, 2016

ON BEHALF OF ASSIGNEE AVADIM TECHNOLOGIES, INC.:



Stephen T. Woody, its CEO

DATE: July 22, 2016