

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acupuncture Fertility Center, Inc.		08/03/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Trusted Science, LLC		
Street Address:	11515 El Camino Real, Ste 150		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5173073	TRUSTED SCIENCE	
Registration Number:	3773384	TOTAL FERTILITY	
Registration Number:	5079796	TOTAL FERTILITY ADVANTAGE FOR MEN	
CORRESPONDENCE DATA			
Fax Number:	8583560778		
<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:	858-546-1530		
Email:	jypaden@acufertility.com		
Correspondent Name:	Jeneanne Paden		
Address Line 1:	11515 El Camino Real, Ste 150		
Address Line 4:	San Diego, CALIFORNIA 92130		
NAME OF SUBMITTER:	Jeneanne Paden		
SIGNATURE:	/Jeneanne Paden/		
DATE SIGNED:	08/06/2018		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT AGREEMENT

This assignment agreement ("Agreement") is entered into this 3rd day of August, 2018, by and between ACUPUNCTURE FERTILITY CENTER, INC., a California corporation having a business address at 11515 El Camino Real, Suite 150, San Diego, CA 92130, ("ASSIGNOR") and TRUSTED SCIENCE, LLC., a California limited liability company, having a business address at 11515 El Camino Real, Suite 150, San Diego, CA 92130, ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of U.S. Trademark Registration Number 5079796 for the trademark TOTAL FERTILITY ADVANTAGE FOR MEN in connection with "Dietary supplements for human consumption," in International Class 005 as evidenced in the trademark records of the U.S. Patent and Trademark Office (the "Mark"); and

WHEREAS, ASSIGNOR desires to assign and ASSIGNEE desires to acquire the entire right, title and interest in and to the Mark together with its corresponding registration and the goodwill associated with the Mark.

THEREFORE, in consideration of the mutual promises and covenants herein and for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

ASSIGNOR unconditionally, irrevocably, and forever sells, assigns, transfers, and conveys unto ASSIGNEE, its successors, and its assigns, ASSIGNOR'S entire right, title, and interest in and to the Mark, all goodwill associated with it, and all other corresponding rights and interests, now or hereafter in effect, including (a) U.S. Trademark Registration Number 5079796 and any other registration or application for registration of the Mark with any government office in any jurisdiction, whether state, federal, or foreign and all issuances, extensions and renewals thereof; (b) all common-law rights ASSIGNOR may have acquired in the Mark, whether acquired in the United States or foreign jurisdiction; (c) the right to any and all royalties, profits, compensation, license fees, income or other payments or remuneration of any kind relating to the Mark and/or the associated goodwill; (d) all claims or causes of action in connection with the Mark whether accruing before, on and/or after the date hereof including, but not limited to, the right to sue 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; and (e) all other rights in and to the Mark.

ASSIGNOR hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this assignment upon request by ASSIGNEE. ASSIGNOR covenants and agrees to provide cooperation and assistance to ASSIGNEE and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, applications, assignments, powers of attorney, or other documents deemed necessary or desirable for securing or maintaining the Mark, any application, registration, or associated goodwill therefor, evidencing or perfecting the assignment of the Mark to ASSIGNEE or any of its successors or assigns, all without further compensation to

ASSIGNOR. Any fees/costs associated with recording this Agreement or other required documents with the appropriate trademark authorities shall be paid by ASSIGNEE.

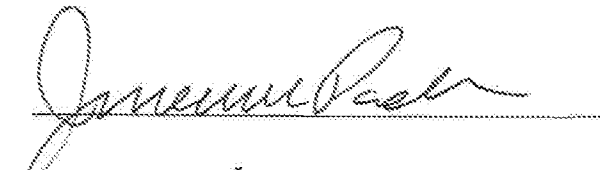
ASSIGNOR hereby covenants that it possesses all right, title and interest in and to the Mark free and clear of any assignment, sale, agreement, judgment, order, claim, or encumbrance that would conflict with this Agreement and has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.

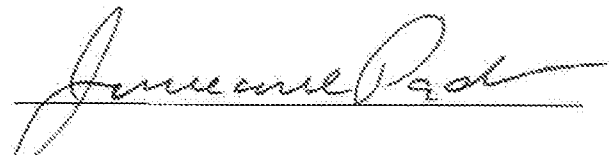
This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement may be executed in counterparts, which together shall constitute one and the same instrument. This Agreement may not be amended and breach may not be waived except by writing signed by both parties, and a waiver by a party of a breach by the other party shall not be considered a waiver of any subsequent breach. If any term or provision of this Agreement is determined by competent authority to be invalid or unenforceable in any situation in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of such term or provision in any other situation or in any other jurisdiction.

The individuals executing this Agreement have all requisite power and authority to execute and deliver this Agreement.

ASSIGNOR:

ASSIGNEE:


Date: 8/3/18


Date: 8/3/18

Jeneanne Paden
President
Acupuncture Fertility Center, Inc.
11515 El Camino Real, Suite 150
San Diego, CA 92130

Jeneanne Paden
Principal
Trusted Science, LLC
11515 El Camino Real, Ste 150
San Diego, CA 92130

NOTARY SEAL:

-See attached notarial certificate-

TRADEMARK
REEL: 006406 FRAME: 0523

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 Diego

Subscribed and sworn to (or affirmed) before me

on this 3 day of Aug, 2018
by Date Month Year

(1) JENNIFER DADEN

and

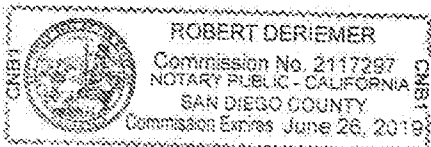
(2) _____

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Title or Type of Document: TRADEMARK ASSIGNMENT AGREEMENT

Document Date: 8/3/18

Number of Pages: 2 Signer(s) Other Than Named Above: _____

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This assignment agreement ("Agreement") is entered into this 3rd day of August, 2018, by and between ACUPUNCTURE FERTILITY CENTER, INC., a California corporation having a business address at 11515 El Camino Real, Suite 150, San Diego, CA 92130, ("ASSIGNOR") and TRUSTED SCIENCE, LLC., a California limited liability company, having a business address at 11515 El Camino Real, Suite 150, San Diego, CA 92130, ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of U.S. Trademark Registration Number 5173073 for the trademark TRUSTED SCIENCE in connection with "Fertility enhancement preparations," in International Class 005 and in connection with "On-line retail store services featuring fertility enhancement preparations," in International Class 035 as evidenced in the trademark records of the U.S. Patent and Trademark Office (the "Mark"); and

WHEREAS, ASSIGNOR desires to assign and ASSIGNEE desires to acquire the entire right, title and interest in and to the Mark together with its corresponding registration and the goodwill associated with the Mark.

THEREFORE, in consideration of the mutual promises and covenants herein and for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

ASSIGNOR unconditionally, irrevocably, and forever sells, assigns, transfers, and conveys unto ASSIGNEE, its successors, and its assigns, ASSIGNOR'S entire right, title, and interest in and to the Mark, all goodwill associated with it, and all other corresponding rights and interests, now or hereafter in effect, including (a) U.S. Trademark Registration Number 5173073 and any other registration or application for registration of the Mark with any government office in any jurisdiction, whether state, federal, or foreign and all issuances, extensions and renewals thereof; (b) all common-law rights ASSIGNOR may have acquired in the Mark, whether acquired in the United States or foreign jurisdiction; (c) the right to any and all royalties, profits, compensation, license fees, income or other payments or remuneration of any kind relating to the Mark and/or the associated goodwill; (d) all claims or causes of action in connection with the Mark whether accruing before, on and/or after the date hereof including, but not limited to, the right to sue 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; and (e) all other rights in and to the Mark.

ASSIGNOR hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this assignment upon request by ASSIGNEE. ASSIGNOR covenants and agrees to provide cooperation and assistance to ASSIGNEE and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, applications, assignments, powers of attorney, or other documents deemed necessary or desirable for securing or maintaining the Mark, any application, registration, or associated goodwill therefor, evidencing or perfecting the assignment of the Mark

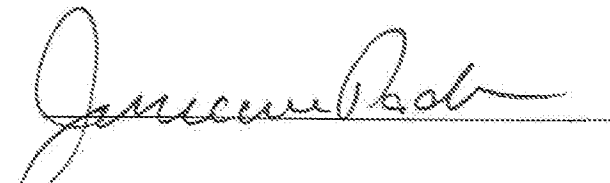
to ASSIGNEE or any of its successors or assigns, all without further compensation to ASSIGNOR. Any fees/costs associated with recording this Agreement or other required documents with the appropriate trademark authorities shall be paid by ASSIGNEE.

ASSIGNOR hereby covenants that it possesses all right, title and interest in and to the Mark free and clear of any assignment, sale, agreement, judgment, order, claim, or encumbrance that would conflict with this Agreement and has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement may be executed in counterparts, which together shall constitute one and the same instrument. This Agreement may not be amended and breach may not be waived except by writing signed by both parties, and a waiver by a party of a breach by the other party shall not be considered a waiver of any subsequent breach. If any term or provision of this Agreement is determined by competent authority to be invalid or unenforceable in any situation in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of such term or provision in any other situation or in any other jurisdiction.

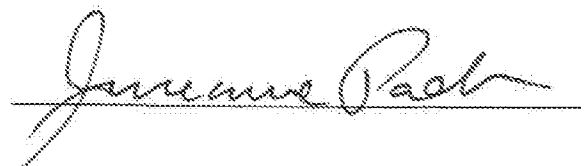
The individuals executing this Agreement have all requisite power and authority to execute and deliver this Agreement.

ASSIGNOR:


Date: 8/3/18

Jeneanne Paden
President
Acupuncture Fertility Center, Inc.
11515 El Camino Real, Suite 150
San Diego, CA 92130

ASSIGNEE:


Date: 8/5/18

Jeneanne Paden
Principal
Trusted Science, LLC
11515 El Camino Real, Ste 150
San Diego, CA 92130

NOTARY SEAL:

-See attached notarial certificate-

TRADEMARK
REEL: 006406 FRAME: 0526

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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 Diego

Subscribed and sworn to (or affirmed) before me

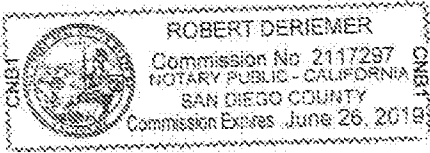
on this 3 day of Aug, 2018
Date Month Year

by
(1) JENEFANNE PADDEN

and
(2) _____
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

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WHEREAS, ASSIGNOR is the owner of U.S. Trademark Registration Number 3773384 for the trademark TOTAL FERTILITY in connection with "Vitamin supplement for human consumption," in International Class 005 as evidenced in the trademark records of the U.S. Patent and Trademark Office (the "Mark"); and

WHEREAS, ASSIGNOR desires to assign and ASSIGNEE desires to acquire the entire right, title and interest in and to the Mark together with its corresponding registration and the goodwill associated with the Mark.

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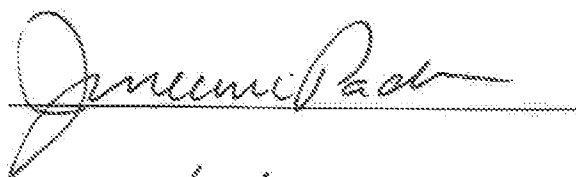
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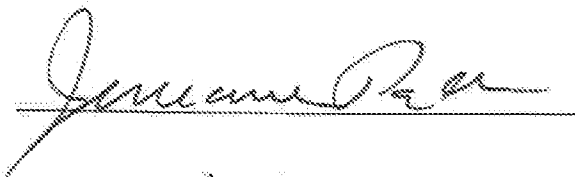
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Jeneanne Paden
President
Acupuncture Fertility Center, Inc.
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San Diego, CA 92130

ASSIGNEE:



Date: 8/3/18

Jeneanne Paden
Principal
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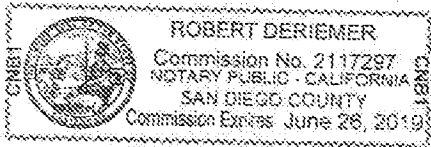
State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me

on this 3 day of JUL, 2018
by Date Month Year

(1) JENIFER PROEN

and
(2) _____
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]

Signature of Notary Public

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