

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovus Pharmaceuticals, Inc.		09/27/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Semprae Laboratories, Inc.		
Street Address:	8895 Towne Centre Drive Suite #498		
Internal Address:	Legal		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5522796	ZESTRA ESSENTIAL AROUSAL OILS	
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:	858-249-7873		
Email:	rberholtz@innovuspharma.com		
Correspondent Name:	Randy Berholtz		
Address Line 1:	8895 Towne Centre Drive Suite #498		
Address Line 2:	Legal		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Randy Berholtz		
SIGNATURE:	/Randy Berholtz/		
DATE SIGNED:	09/27/2018		
Total Attachments: 2			
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OP \$40.00 5522796

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

Innovus Pharmaceuticals, Inc., a corporation organized and existing under the laws of Nevada, located at 8845 Rehco Road, San Diego, CA 92121, (the "Assignor") of the one part; AND

Semprae Laboratories Inc., a corporation organized and existing under the laws of California located at 8895 Towne Centre Dr Suite #498, San Diego, CA 92122, (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) application(s) (the "Trademark") in (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Class</u>	<u>Registration No.</u>
ZESTRA ESSENTIAL AROUSAL OILS	005	5522796

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark

in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.

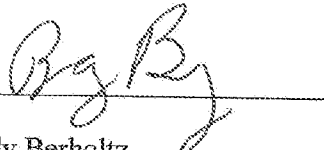
4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Vietnam.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 27th day of September, 2018.

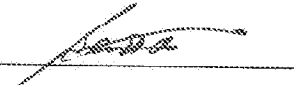
For and on behalf of the Assignor

For and on behalf of the Assignee

Signature: _____



Signature: _____



By: Randy Berholtz

Title: EVP Corporate Dev.

By: Bassam Damaj

Title: Chief Executive Officer