

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Demetrius Bassoukos		04/29/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Delenba Holdings Corporation		
Street Address:	874 Walker Road, Suite C		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5476160	PURATHRIVE	
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:	646-898-2030		
Email:	docket@peroffsaunders.com		
Correspondent Name:	Mark I. Peroff		
Address Line 1:	745 Fifth Avenue, Suite 500		
Address Line 4:	New York, NEW YORK 10151		
NAME OF SUBMITTER:	Mark I. Peroff		
SIGNATURE:	/Mark I. Peroff/		
DATE SIGNED:	04/30/2019		
Total Attachments: 3			
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OP \$40.00 5476160

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made effective as of April 29, 2019, by and between Demetrius Bassoukos, an individual with a residence in Denver, Colorado ("Assignor"), and Delenba Holdings Corporation, a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of and has good and marketable title to the entire right, title and interest in and to certain intellectual property developed by Assignor for use in connection with nutritional and dietary supplements, including, but not limited to, the trademark PURATHRIVE, together with the registration listed in Appendix A attached hereto, including any common law trademark rights therefor (the "Mark"); and,

WHEREAS, Assignor and Assignee have entered into a Contribution and Assignment Agreement ("Agreement"), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to its intellectual property including its Mark, together with the goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Mark, together with the goodwill of the Mark, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and had not been made; including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that it has the legal power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that this Agreement has been duly authorized, executed and delivered by Assignee and constitutes the valid and binding obligation of Assignor forceable against it in accordance with its terms.

3. Miscellaneous.

3.1 Further Assurances - From time to time after the date hereof, each party shall do and perform or cause to be done and performed all such further acts and things, and shall execute and deliver all such documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

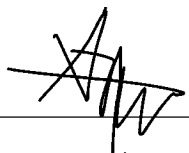
3.2 Governing Law - This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to choice of laws or conflicts of law principles.

3.3 Successors and Assigns - This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3.4 Counterparts - This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of the parties effective as of the date first above written.

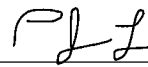
Demetrius Bassoukos

By:  _____

Name: Demetrius Bassoukos

Title: Owner

Delenba Holdings Corporation

By:  _____

Name: PJ Lennon

Title: Owner/Partner

APPENDIX "A"

<u>Trademark</u>	<u>Country</u>	<u>Serial no./Reg. No.</u>	<u>Class(es)</u>
PURATHRIVE	UNITED STATES	5,476,160	5