

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVADIM HEALTH, INC.		06/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVADIM HEALTH IP, INC.		
Street Address:	81 Thompson St.		
City:	Asheville		
State/Country:	NORTH CAROLINA		
Postal Code:	28803		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88392121	PHUEL	
CORRESPONDENCE DATA			
Fax Number:	6126773572		
<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:	704-522-7415		
Email:	saustin@cpaglobal.com		
Correspondent Name:	Paul F. Pedigo		
Address Line 1:	Pedigo Law Firm PLLC		
Address Line 2:	5970 Fairview Road, Ste 725		
Address Line 4:	Charlotte, NORTH CAROLINA 28210		
NAME OF SUBMITTER:	Paul F. Pedigo		
SIGNATURE:	/Paul F. Pedigo/		
DATE SIGNED:	07/16/2019		
Total Attachments: 2			
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OP \$40.00 88392121

TRADEMARK ASSIGNMENT

This Trademark Assignment (“**ASSIGNMENT**”) by and between **AVADIM HEALTH, INC.**, a Delaware Corporation having a principal place of business at 81 Thompson Street, Asheville, North Carolina 28803 (“**ASSIGNOR**”) and **AVADIM HEALTH IP, INC.**, a Delaware Corporation also 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 **PHUEL** and owns all right, title, and interest therein, including the goodwill of the business associated therewith, and to U.S. Trademark Application Serial No. 88/392,121, filed in the United States Patent & Trademark Office on April 18, 2019;

WHEREAS, **ASSIGNOR** desires to sell, assign, transfer, deliver, and convey to **ASSIGNEE** its entire right, title, and interest in and to the trademark **PHUEL** and U.S. Application Serial No. 88/392,121, including the goodwill of the business associated therewith; and

WHEREAS, **ASSIGNEE** desires to acquire from **ASSIGNOR** the **ASSIGNOR’S** entire right, title, and interest in and to the trademark **PHUEL** and U.S. Application Serial No. 88/392,121 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 **PHUEL**, common law rights thereto, and U.S. Application Serial No. 88/392,121, together with 1) the goodwill of the business relating to the goods and services in connection with which the trademark **PHUEL** and U.S. Application Serial No. 88/392,121 are used; 2) all income, royalties, and damages, if any, hereafter due or payable to **ASSIGNOR** with respect to the trademark **PHUEL** and U.S. Application Serial No. 88/392,121 including, without limitation, payments for past or future infringements and misappropriations of the trademark **PHUEL** and U.S. Application Serial No. 88/392,121, and 3) any and all rights to sue for past, present, and future infringements or misappropriations of the trademark **PHUEL** and U.S. Application Serial No. 88/392,121, 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

TRADEMARK ASSIGNMENT

AHI to AHIP

U.S. Application No. 88/392,121

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 ASSIGNEE the full and entire right, title, and interest in the trademark PHUEL and U.S. Application Serial No. 88/392,121 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 PHUEL and U.S. Application Serial No. 88/392,121, 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 _____ day of _____, 2019, as evidenced by their signatures below.


ON BEHALF OF ASSIGNOR AVADIM HEALTH, INC.:



David Fann, its President

DATE: June 14th, 2019

ON BEHALF OF ASSIGNEE AVADIM HEALTH IP, INC.:



David Fann, its President

DATE: June 14th, 2019