

900511773 08/20/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2


ETAS ID: TM537339

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DS Healthcare Group, Inc.		08/19/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Sapphire Healthcare, LLC.		
Street Address:	123 South East 3rd Avenue		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LLC	Corporation: DELAWARE	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4758455		
Registration Number:	4975838	POLARIS RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	8558540900		
<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:	3058540900		
Email:	trademark@etlaw.com		
Correspondent Name:	Elio F. Martinez, Jr.		
Address Line 1:	Espinosa Martinez, PL, 1428 Brickell Ave		
Address Line 2:	Suite 100		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Elio F. Martinez, Jr.		
SIGNATURE:	/Elio F. Martinez, Jr./		
DATE SIGNED:	08/20/2019		
Total Attachments: 5			
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EXHIBIT A

TRADEMARK ASSIGNMENT

WHEREAS, DS Healthcare Group, Inc., a Florida corporation having a place of business at Southeast Financial Center, 200 S. Biscayne Blvd., Miami, FL 33131 (“Assignor”), is the owner of record of U.S. Trademark Mark Registration No. 4,758,455 for the trademark  and U.S. Trademark Mark Registration No. 4,975,838 for the trademark POLARIS RESEARCH, the aforementioned trademarks collectively referred to below as the “Marks”, the aforementioned U.S. Trademark Mark Registrations being collectively referred to below as the “Registrations”, and

WHEREAS, **Sapphire Healthcare, LLC.**, a Delaware company having an address at 123 South East 3rd Avenue, Miami, Florida 33131 (“Assignee”), is desirous of acquiring any and all such right, title and interest existing in the United States as Assignor may own or hold as of the Effective Date set forth below in, to and/or under the Registrations, the Marks in the U.S. and any and all goodwill associated with the Marks in the U.S.

WHEREAS, Assignee is also desirous of acquiring any and all such right, title and interest as may exist in the United States and as Assignor may own or hold as of the Effective Date set forth below in, to and/or under any trademarks in the United States, other than the Marks, which consist of or include the word POLARIS (“Other POLARIS Marks”) and any and all goodwill associated with the Other POLARIS Marks in the United States.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby mutually acknowledged, and subject to all terms and conditions set forth

herein, Assignor covenants to, and by these presents does hereby irrevocably sell, assign, transfer and convey unto Assignee, its successors and assigns, any and all such right, title and interest existing in the United States, and geographically limited solely to the United States, as Assignor may own or hold as of the Effective Date in, to and/or under: (a) the Registrations, (b) the Marks in the United States together with and including and any and all goodwill associated with the Marks in the in the United States, (d) common law rights in the Marks in the United States, (e) the Other POLARIS Marks in the United States together with and including and any and all goodwill associated with the Other POLARIS Marks in the in the United States, (f) common law rights in the Other POLARIS Marks in the United States, (g) any and all claims or causes of action Assignor has or may have in the United States as of the Effective Date based on or arising from any past infringements of the Marks, the Registrations and/or the Other Polaris Marks;

All of the foregoing to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as same would have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

All rights or other subject matter not expressly granted to Assignee in this instrument are expressly and forever reserved solely and exclusively to Assignor, its successors and assigns. Nothing in this instrument shall be construed to grant Assignee any right, title or interest in, to or under the Marks and/or any Other POLARIS Marks in any country, jurisdiction or geographic area of the world located anywhere outside the United States. Without limiting either of the first two sentences of this paragraph, and notwithstanding any other provision of this instrument to the contrary, ownership and all rights to own, use and/or register the Marks and/or any Other POLARIS Marks in Mexico, Spain, Poland, Russia and Ukraine are expressly reserved solely and exclusively to Assignor, its successors and assigns.

As its sole and exclusive limited representation and warranty, Assignor represents and warrants to Assignee that Assignor has not previously sold, assigned, transferred or conveyed to any third party and has not promised to sell, assign, transfer or convey to any third party, any right, title or interest in, to or under any of the Marks, the Registrations, the Other POLARIS Marks, any goodwill associated with the Marks and/or with Other POLARIS Marks or any other subject matter sold, assigned, transferred and conveyed to Assignee by this instrument.

With the sole and exclusive exception of the limited representation and warranty expressly set forth in the immediately preceding paragraph, the Marks, the Registrations, the Other POLARIS Marks, and any goodwill or other subject matter sold, assigned, transferred or conveyed to Assignee pursuant to this instrument are sold, assigned, transferred and conveyed by Assignor, and are unconditionally accepted by Assignee, "AS IS" without any representations or warranties of any kind either express or implied, including without limitation any representations and/or warranties of title, validity, enforceability and non-infringement of third party rights.

This instrument and any sale, assignment, transfer and/or conveyance effected by this instrument shall be governed by the laws of the State of Florida and any applicable laws of the United States without regard to choice of law principles and are effective as of ^{August} July 12, 2019 (the "Effective Date").

ASSIGNOR:

DS HEALTHCARE GROUP, INC.

By: *Fernando Tamez*
Fernando Tamez, CEO

STATE OF FLORIDA)
COUNTY OF Miami Dade) SS:

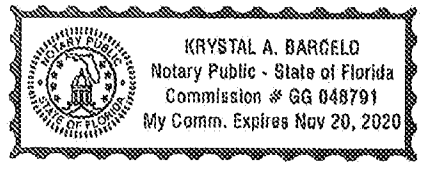
I HEREBY certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Fernando Tamez as CEO of DS Healthcare Group, Inc., who is personally known to me or has produced his Fl. Driver License as identification.

WITNESSETH my hand and official seal in the County and State last aforesaid this 19 day of ~~July~~, 2019.
Aug



Notary Public,
State of Florida

My commission expires: NOV 20, 2020
ACCEPTED BY ASSIGNEE:



SAPPHIRE HEALTHCARE, LLC.

By: _____
Print Name _____
Print title: _____

Witness Signature

Witness Name

Date

Witness Signature

Witness Name

Date

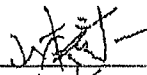
I HEREBY certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Fernando Tamez as CEO of DS Healthcare Group, Inc., who is personally known to me or has produced his _____ as identification.


WITNESSETH my hand and official seal in the County and State last aforesaid this _____ day of July, 2019.


Notary Public,
State of Florida

My commission expires:
ACCEPTED BY ASSIGNEE:

SAPPHIRE HEALTHCARE, LLC.

By: 
Print Name Kenichi Yamamoto
Print title: Director


Witness Signature
NOBUYOSHI WADA
Witness Name
08/09/2019
Date


Witness Signature
Andrew Buun
Witness Name
08/09/2019
Date