OP \$40.00 5830847

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM539915

SUBMISSION TYPE: NEV	NEW ASSIGNMENT	
NATURE OF CONVEYANCE: ASS	SIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bayer HealthCare LLC		08/14/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	USpharma Ltd.	
Street Address:	13900 NW 57th Court	
City:	Miami Lakes	
State/Country:	FLORIDA	
Postal Code:	33014	
Entity Type:	Corporation: MISSOURI	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5830847	CUSHION GRIP

CORRESPONDENCE DATA

Fax Number:

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.

Email: W-L-O@outlook.com
Correspondent Name: William Charles West
Address Line 1: 115 Blue Jay Drive

Address Line 2: STE 101

Address Line 4: Liberty, MISSOURI 64068

NAME OF SUBMITTER:	William Charles West
SIGNATURE:	/William Charles West/
DATE SIGNED:	09/09/2019

Total Attachments: 3

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> TRADEMARK REEL: 006739 FRAME: 0415

THIS TRADEMARK ASSIGNMENT, having an effective date of August 14, 2019, is made by and between Bayer HealthCare LLC, a Delaware limited liability company, having an address at 100 Bayer Road, Pittsburgh, PA 15205 ("<u>Assignor</u>") and USpharma Ltd., a Missouri corporation, having an address at 13900 NW 57th Court, Miami Lakes, FL 33014 ("<u>Assignee</u>").

WHEREAS, subject to the terms and conditions of this Trademark Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the trademark application set forth on <u>Exhibit 1</u> and all common law and other rights in and to the trademark that are the subject of such application (such rights, collectively, the "Trademark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademark, including without limitation the goodwill of any business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
- 2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.
- 3. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademark.

{Signature page to follow}

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment Agreement to be duly executed and delivered in its name and on its behalf, all as of the first date written above.

Bayer HealthCare LLC, Assignor

Name: William B. Dodero

Title: VP & Assistant General Counsel

USpharma Ltd., Assignee

By:

Name: Manesh A. Dixit

Title: Chief Executive Officer

EXHIBIT 1

Mark	U.S. Registration No.	Registration Date	Goods/Services
CUSHION GRIP	5830847	Aug. 13, 2019	Class 005: Dental composite materials, namely, a pliable thermoplastic material for making complete and partial dental liners/reliners for refitting and tightening dentures

RECORDED: 09/09/2019