

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert E Harris		10/02/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Miracell, Inc.		
Street Address:	921 North 1430 West		
City:	Orem		
State/Country:	UTAH		
Postal Code:	84057		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2365752	MIRACELL	
CORRESPONDENCE DATA			
Fax Number:	8014268208		
<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>			
Email:	bmadsen@fslaw.com		
Correspondent Name:	Barnard N. Madsen		
Address Line 1:	3301 N. University Avenue		
Address Line 4:	Provo, UTAH 84604		
NAME OF SUBMITTER:	Barnard N. Madsen		
SIGNATURE:	/barnard n. madsen/		
DATE SIGNED:	10/02/2019		
Total Attachments: 3			
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OP \$40.00 2365752

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Robert E. Harris, an individual, having an address of 5366 Edgewood Drive, Provo, UT 84604, formerly 330 West Center Provo, Utah 84601 ("Assignor"), has adopted, used, and is using the typed drawing "Miracell" trademark which was registered with the U.S. Patent and Trademark Office (the "PTO") on July 11, 2000, as Registration Number 2365752 (the "Mark"); and

WHEREAS, Assignor, as the registered owner of the Mark, is willing to sell and assign the same to Assignee; and

WHEREAS, Miracell, Inc., a Utah Corporation having its place of business as 921 North 1430 West Orem, UT 84057 ("Assignee"), wishes to acquire all rights, title and interests in and to the Mark, and any trademark application and/or trademark registration therefore, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby mutually agree to all of the terms and conditions on this Trademark Assignment Agreement (hereinafter referred to as the "Agreement" or the "Assignment"):

1. Assignor hereby unconditionally and forever assigns, sells, transfers, conveys and grants to Assignee (including its successors and assigns) all of Assignor's rights, title and interests in and to the Mark and any derivative mark, together with the goodwill of the Mark and all application and registration of said Mark with the PTO, and also including without limitation the right to file a foreign trademark application on the Mark in Assignee's own name and the right to sue for infringement and retain all such damages in its own name wherever such rights may be legally exercised (all of which rights are included collectively in the term "Mark").
2. Assignor hereby represents and warrants to Assignee that she is the sole and exclusive owner of the Mark, that she has full power to assign the Mark to Assignee without the consent of any third party, and that the Mark is not subject to any agreement, lien or other arrangement whereby any third party has any right, title or interest therein, and that the Mark is not subject to any claim of infringement presented to Assignor by a third party as of the date hereof
3. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such trademark office officials in foreign countries as are duly authorized by their laws to issue trademarks, to issue any and all Marks (or similar trademarks) and any and all renewals of the same to the Assignee, as the sole owner of the entire right, title, and interest therein. for the sole use and benefit of the Assignee, its successors and assigns.
4. Assignor hereby agrees, without further consideration, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of Assignor to make

this Assignment fully effective, including, by way of example but not of limitation, the following:

- a. prompt execution of all original and amended United States and foreign Mark applications, and all lawful documents requested by the Assignee to further the prosecution of any of such Marks applications; and
- b. full cooperation to the best of Assignor's ability in the production of evidence and assisting Assignee in any reissue, extension, nullification or infringement proceedings involving the Mark.

This Agreement shall be binding upon and inure to the benefit of these parties and their respective heirs, legal representatives, successors and assigns, effective as of the date of Assignor's signature below.

[Signatures to Follow]

ASSIGNOR:
ROBERT E. HARRIS

Robert E. Harris

Name: Robert E. Harris
Dated: October 2, 2019

ASSIGNEE:
MIRACELL, INC.

Robert E. Harris

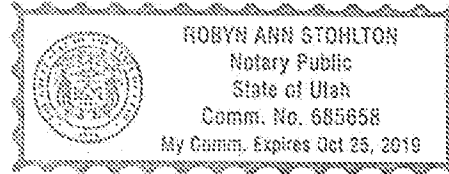
Name: Robert E. Harris
Office: President
Dated: October 2, 2019

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On this 2 day of October 2019, personally appeared before me Robert E. Harris, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the foregoing instrument and that he executed the same as his free and knowing act.

Robyn Ann Stohlton
Notary Public

STATE OF UTAH)
 : SS
COUNTY OF UTAH)



On this 2 day of October 2019, personally appeared before me Robert E. Harris, President of Miracell, Inc., who is known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the foregoing instrument and that he executed the same as his free and knowing act.

Robyn Ann Stohlton
Notary Public

