

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Technologies, LLC		01/21/2020	Limited Liability Company: RUSSIAN FEDERATION
RECEIVING PARTY DATA			
Name:	Apollo Nanotechnology S de RL de CV		
Street Address:	Av. Empresarios 135 torre Skalia Piso 7, Colonia Puerta de Hierro		
City:	Zapopan, Jalisco		
State/Country:	NEW JERSEY		
Postal Code:	45116		
Entity Type:	Limited Liability Company: MEXICO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86586549	HOME AND GARDEN NANOPROTECH	
Serial Number:	86586517	MOTORCYCLE NANOPROTECH	
Serial Number:	86584431	MARINE NANOPROTECH	
Registration Number:	4917914	BICYCLE NANOPROTECH	
CORRESPONDENCE DATA			
Fax Number:	7325252202		
<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:	3058314333		
Email:	vt@tsirkinlaw.com		
Correspondent Name:	Vladimir Tsirkin & Associates, PA		
Address Line 1:	1001 N. Federal Highway, 244		
Address Line 4:	Hallandale, FLORIDA 33009		
DOMESTIC REPRESENTATIVE			
Name:	Vladimir Tsirkin & Associates, PA		
Address Line 1:	1001 N. Federal Highway, 244		
Address Line 4:	Hallandale, FLORIDA 33009		
NAME OF SUBMITTER:	Vladimir Tsirkin, Esq.		

OP \$115.00 86586549

SIGNATURE:	/Vladimir Tsirkin/
DATE SIGNED:	01/28/2020
Total Attachments: 4 source=TM_ASSIGNMENT_AGREEMENT_SIGNED#page1.tif source=TM_ASSIGNMENT_AGREEMENT_SIGNED#page2.tif source=TM_ASSIGNMENT_AGREEMENT_SIGNED#page3.tif source=TM_ASSIGNMENT_AGREEMENT_SIGNED#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into by and between **Innovative Technologies, LLC** ("Innovative Technologies"), a Russian Federation limited liability company with its principal place of business at Savushkina Str 83-3 Office 529, St. Petersburg, Russia, 197374 on one hand, and **Apollo Nanotechnology S de RL de CV** ("Apollo"), a Mexica limited liability company with its principal place of business at Av. Empresarios 135 torre Skalia Piso 7, Colonia Puerta de Hierro, Zapopan, Jalisco C.P. 45116, Mexico on the other hand (each, a "Party," and collectively, the "Parties"), on this 26th day of November, 2019.

WHEREAS, Innovative Technologies is the owner of the federally registered trademarks **NANOPROTECH, U.S. Registration No.: 4,651,035** and **BICYCLE NANOPROTECH, U.S. Registration No.:4,917,914** (collectively, the "Innovative Technologies Marks"); and

WHEREAS, Innovative Technologies is the owner of the following trademark applications in the United States Patent and Trademark Office (collectively, the "Innovative Technologies Applications"):

HOME AND GARDEN NANOPROTECH, Serial No. 86586549;
MOTORCYCLE NANOPROTECH, Serial No. 86586517;
MARINE NANOPROTECH, Serial No. 86584431.

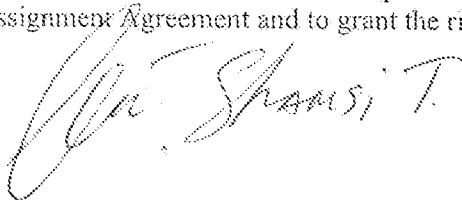
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Assignment of All Rights, Title, Goodwill and Interest in and to Innovative Technologies Marks and Innovative Technologies Applications: Innovative Technologies together with its affiliates, owners, officers, successors, and/or assigns, does hereby sell, assign, transfer and set over to Apollo, its successors, owners, and assigns all rights, title and interest, together with the goodwill associated with the following Innovative Technologies Applications and Innovative Technologies Marks:

NANOPROTECH, U.S. Registration No.: 4,651,035
BICYCLE NANOPROTECH, U.S. Registration No.: 4,917,914
HOME AND GARDEN NANOPROTECH, Serial No. 86586549
MOTORCYCLE NANOPROTECH, Serial No. 86586517
MARINE NANOPROTECH, Serial No. 86584431

Warranties and Representations

The Parties warrant and represent that they have the right to enter into this Trademark Assignment Agreement and to grant the rights and release the matters released hereunder.



Indemnification

To the fullest extent permitted by law, each Party shall compensate, exculpate, hold harmless and indemnify the other and his/their business entities, affiliates, predecessors, successors, executors, insurers, agents, employees, heirs, representatives and assigns from and against any liability, loss, damage, penalty, action, claim, judgment, settlement, cost or expense of any kind or nature whatsoever (including reasonable attorneys' fees and costs) that in any way relates to or arises out of, or is alleged to relate to or arise out of any breach of or failure by the indemnifying Party to perform any of its representations, warranties, covenants or agreements in this Trademark Assignment Agreement.

Cooperation of the Parties

The Parties acknowledge and agree to cooperate fully and to execute any supplementary documents and to take any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Trademark Assignment Agreement.

Successors and Assigns

This Trademark Assignment Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties to this Trademark Assignment Agreement and each of them. This Trademark Assignment Agreement is intended to and shall release and inure to the benefit of the Parties' respective successors-in-interest, parents, subsidiaries, affiliated and/or related corporations, divisions, owners, officers, directors, members, partners, agents, employees, representatives, stockholders, accountants, and attorneys, both individually and in the capacity indicated.

No Representations

The Parties warrant and represent that at no time has any individual and/or entity made any representation, promises and/or statements (whether oral or written) except as set forth in this Trademark Assignment Agreement. The Parties warrant and represent that they have not been induced to enter into this Trademark Assignment Agreement on the basis of any other representations, promises and/or statements (whether oral or written) made by any party at any time.

No Assignment

The Parties each warrant and represent that they are the sole and lawful owners of all right, title and interest in and to all matters being released by them hereunder, and that they have not hereto assigned or transferred or purported to assign or transfer to any individual and/or entity not a party hereto any such released matter or any part or portion thereof.

John Francis T.

M.A. 1/12

Advice of Counsel; Mutually Drafted

The Parties represent that in executing this Trademark Assignment Agreement they are relying solely on their own judgment, belief and knowledge and upon the advice and recommendation of their counsel concerning the nature, extent and duration of their rights and obligations deriving from this Trademark Assignment Agreement. This Trademark Assignment Agreement is not to be construed or interpreted against either Party on the grounds of sole or primary authorship. This Trademark Assignment Agreement shall be construed by any tribunal having jurisdiction over any dispute relating to, or arising out of, the terms of this Trademark Assignment Agreement as if mutually drafted with no presumption of any type against any Party.

Integration

This Trademark Assignment Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between the Parties with respect to the subject matter hereof. This Trademark Assignment Agreement supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby.

Modification

Any modification, alteration or amendment of this Trademark Assignment Agreement shall be void and shall have no force or effect unless it is in writing and signed by both Parties.

Arbitration

Any controversy or claim arising out of or relating to this Trademark Assignment Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be New York, New York. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing Party in such proceeding shall be entitled to an award against the other Party for the prevailing Party's reasonable attorney's fees and costs.

Execution in Counterparts and via Electronic Mail or Facsimile

This Trademark Assignment Agreement may be executed in counterparts, and the execution by the Parties of separate counterparts of this Trademark Assignment Agreement that electronic or facsimile copies of their respective signatures shall be treated as original signatures.

[Handwritten signature]
Shamsi T.

[Handwritten signature]
M. K. G. 1/12

Partial Invalidity

The Parties agree that if any term or provision of this Trademark Assignment Agreement is determined by a court or other appropriate authority to be invalid, void, or unenforceable for any reason, the remainder of the terms and provisions of this Trademark Assignment Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

WHEREFORE, the duly authorized signatories of the Parties have executed this Trademark Assignment Agreement as of the date first set forth above.

Innovative Technologies, LLC

By: *[Signature]*

Date: JANUARY/21/2020

Apollo Nanotechnology S de RL de CV

By: *[Signature]*

Miguel Antonio Lopez Hurtado Zaragoza

Date: JANUARY/21/2020