

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clint Salter Inc.		02/13/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Clint Salter Inc.		
Street Address:	1300 S Miami Ave		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33130		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88510036	CAREFACTOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125207881		
Email:	Kgrant@grantipattorneys.com		
Correspondent Name:	Grant Attorneys at Law PLLC		
Address Line 1:	40 Exchange Place, Suite 1306		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Kristin Grant		
SIGNATURE:	/Kristin Grant/		
DATE SIGNED:	03/05/2020		
Total Attachments: 2			
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source=CAREFACTOR_Trademark_Assignment_Agreement#page2.tif			

OP \$40.00 88510036

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), effective as of February 13, 2020, is entered into by and between Clint Salter Inc. ("Assignor"), a New York corporation with an address located at 605 West 42nd Street, #61A, New York, NY, 10036, and Clint Salter Inc. ("Assignee"), a Florida corporation with an address located at 1300 S Miami Ave, Miami, FL 33130.

The Assignor and the Assignee are hereinafter referred to each individually as "Party" and collectively as the "Parties."

WHEREAS, the Assignor is the owner of the CAREFACTOR trademark found in U.S. Serial No. 88510036 (the "Trademark"); and

WHEREAS, the Assignee wishes to acquire ownership in the Trademark from the Assignor, and the Assignor wishes to assign such ownership to the Assignee.

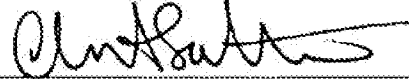
NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee all rights, title, and interest together with the goodwill derived from and in connection with the Trademarks in the United States. For the avoidance of doubt, the transfer is inclusive of:
 - (a) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (b) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
 2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third party in the United States.
- The Trademark is assigned in its present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not make any further guarantee.
3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.

4. Each Party hereto shall fully cooperate with the other with regard to any actions required in connection with the implementation of any portion of this Agreement.
5. This Agreement represents the entire agreement of the parties.
6. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under and governed by the laws of the State of New York.
7. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing and signed by the Parties.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the parties have caused this Agreement to be duly executed as of the date first written above.

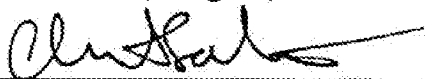
Clint Salter Inc. (Assignor)

By: 

Name: Clint Salter

Title: CEO

Clint Salter Inc. (Assignee)

By: 

Name: Clint Salter

Title: CEO