

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew D. Stevens		03/11/2020	INDIVIDUAL:
Raymond J. Francis		03/11/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	University Medical Pharmaceuticals Corp.		
Street Address:	9671 Irvine Center Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5638692	MY BUTTERFLY	
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:	1 202 662 5189		
Email:	trademarks@cov.com		
Correspondent Name:	Rebecca Dalton		
Address Line 1:	One City Center, 850 Tenth Street, NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Rebecca Dalton		
SIGNATURE:	/Rebecca Dalton/		
DATE SIGNED:	03/12/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made as of 3/11, 2020 (the "Effective Date"), by and between Matthew D. Stevens and Raymond J. Francis (collectively, "*Assignors*") and University Medical Pharmaceuticals Corp., a corporation formed under the laws of California, with offices at 9671 Irvine Center Drive, Irvine, CA 92618 ("*Assignee*"). Assignors and Assignee are each sometimes herein referred to as a "*Party*" and together as the "*Parties*."

RECITALS

WHEREAS, Assignors are the owners of the trademark, service mark, and trademark and service mark registration set forth on Schedule A, attached hereto and incorporated herein ("*Mark*");

WHEREAS, Assignors wish to convey, transfer, assign and deliver to Assignee, and Assignee wishes to acquire from Assignors, all of Assignors' rights, title, and interest in and to the Mark, together with all goodwill of the business symbolized by and associated with such Mark worldwide; and

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

1. Assignment. Assignors hereby convey, transfer, assign and deliver to Assignee, and Assignee hereby accepts from Assignors, all of Assignors' rights, title, and interest in and to the Mark, including all common law and statutory rights therein, all trademark and service mark registrations and applications therefor, all proceeds, benefits, privileges, causes of action, and remedies relating to the Mark, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Mark, and all rights to secure and recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Mark, together with all goodwill associated with or symbolized by the Mark (collectively, the "*Mark Rights*").

2. Recordation. Assignors hereby authorize Assignee to record this Assignment with the U.S. Patent and Trademark Office to vest in Assignee all ownership rights in and to the Mark and the Mark Rights.

3. Further Acts. Assignors shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the executing, delivery and filing of confirmatory and other assignments, powers and other documents and instruments, as may be necessary to, or as Assignee may reasonably request to, update the ownership records for the Mark and otherwise vest in Assignee all rights, title and interest in and to the Mark and in and to all Mark Rights.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California (USA), excluding any conflicts or choice of law rule or principle that might otherwise refer construction, interpretation or enforcement of this Assignment to the substantive law of another jurisdiction.

5. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, oral or written, and other communications between the Parties, whether oral or written, relating to the subject matter hereof.

6. Severability. If any term or provision of this Assignment, as applied to either Party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other terms or provisions of this Assignment or the validity or enforceability of this Assignment, and this Assignment with such void provision omitted shall remain in full force and effect.

7. Amendments. This Assignment may not be modified, amended or otherwise altered, in whole or in part, except by written amendment to this instrument duly executed by the Parties.

8. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each Party hereto shall have received counterparts hereof signed by the other Party hereto. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

[SIGNATURES ON NEXT PAGE]

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

Matthew D. Stevens

Matthew D. Stevens

Raymond J. Francis

Raymond J. Francis

University Medical Pharmaceuticals Corp.

Gregory Hunt
Authorized Signature

Gregory Hunt
Name (Type of Print)

VP of Operations
Title

Schedule A

Country	Mark	Reg. No.	Goods/Services
United States	MY BUTTERFLY	5638692	Class 3: Cosmetic products, namely, non-medicated cosmetic patches with anti-aging ingredients for use on the skin, non-medicated skin care preparations, namely, facial scrubs, body creams, hand creams, skin cleansing products, namely, skin cleansing lotions, skin creams, facial creams, cleansing creams, night creams, anti-aging creams, anti-wrinkle creams and emulsions, hand lotions; skin moisturizers, skin emollients, eye creams; masks, namely, beauty masks, facial masks, skin masks; face and body lotions.