

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFIRST HEALTHCARE LIMITED		10/27/2019	Limited Corporation: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	InFirst Healthcare Inc.		
Street Address:	8 Church Lane		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4685119	DR. COCOA	
Registration Number:	4653608	DR. COCOA	
Registration Number:	4716999		
Registration Number:	4660385		
Registration Number:	5335726	RELIEF WITH A SMILE	
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:	9493455678		
Email:	dean.stathakis@ultimatedgeip.com		
Correspondent Name:	Dean G. Stathakis		
Address Line 1:	2372 Morse Avenue		
Address Line 2:	Suite 252		
Address Line 4:	Irvine, CALIFORNIA 92614-6234		
NAME OF SUBMITTER:	Dean G. Stathakis		
SIGNATURE:	/Dean G. Stathakis/		
DATE SIGNED:	03/24/2020		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made and effective as of the October 27, 2019 ("Effective Date") by and between InFirst Healthcare Ltd., a United Kingdom private limited company maintaining business offices at Central Point, 45 Beech Street, London, EC2Y 8AD, United Kingdom, ("Assignor") and InFirst Healthcare Inc., a Delaware corporation maintaining business offices at 8 Church Lane, Westport CT 06880 ("Assignee") (Assignor and Assignee each a "Party" and collectively referred to as the "Parties").

Whereas, Assignor is the sole and exclusive owner of the trademarks identified in the attached Schedule A, together with the trademark registration and application therefor and common law rights of Assignor in the trademark that are the subject of such registration and application (collectively referred to as the "Dr. Cocoa Trademarks");

Whereas, Assignee desires to acquire from Assignor, and Assignor wishes to transfer to Assignee, all right, title and interest in and to the Dr. Cocoa Trademarks, the trademark goodwill associated with such Trademarks, and the registration and application for registration thereof, and the Parties wish to record such acquisition;

Now, therefore, for and in consideration of the mutual covenants contained herein, Assignor and Assignee hereby agree as follows:

1. Assignment of Rights. The Assignor, for good and valuable consideration received, hereby sells, assigns, and transfers to the Assignee, its successors, and assigns, all rights, title, and interests in and to:

- a. the Dr. Cocoa Trademarks, including without limitation the registration and application thereof, all registrations which may be granted in respect of such application, all renewals of such registrations, and all common law rights therein;
- b. the goodwill of the business symbolized by such Trademarks;
- c. the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Dr. Cocoa Trademarks; and
- d. all prosecution history files for such Trademark registrations and applications for trademark registration in the possession of Assignor, as well as records, prototypes, specimens, and materials contained in such files.

2. Authorization. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record this Assignment and to grant and issue any and all registrations of the Dr. Cocoa Trademarks to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this Assignment not been made.

3. Successors and Assigns. This Assignment will be binding upon and be enforceable against the Assignor and its respective successors and permitted assigns and will inure to the benefit of and be enforceable by the Assignee and its successors and permitted assigns.

4. Governing Law. This Assignment and all disputes arising out of or related to this Assignment, or the performance, enforcement, breach or termination hereof, and any remedies relating thereto, will be construed, governed, interpreted and applied in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles. Any dispute arising from this Assignment will be subject to the exclusive jurisdiction of the federal and state courts having jurisdiction over the State of Connecticut, and each Party consents and agrees to the personal jurisdiction of any such court with subject matter jurisdiction in any Action arising from such dispute. Assignor waives any claim that such court lacks jurisdiction over Assignor or constitutes an inconvenient or improper forum.

5. Severability. If, under applicable law or regulation, any provision of this Assignment is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Assignment (such invalid or unenforceable provision, a "Severed Clause"), this Assignment will endure except for the Severed Clause. The Parties will consult one another and use reasonable efforts to agree upon a valid and enforceable provision that is a reasonable substitute for the Severed Clause in view of the intent of this Assignment.

6. Counterparts. This Assignment may be executed in counterparts, each of which counterparts, when so executed and delivered, will be deemed to be an original, and all of which counterparts, taken together, will constitute one and the same instrument even if both Parties have not executed the same counterpart. Signatures provided by facsimile or electronic transmission will be deemed to be original signatures.

(The remainder of this page has been intentionally left blank. The signature pages follow.)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their authorized representatives to be effective as of the Effective Date.

ASSIGNOR

INFIRST HEALTHCARE, LTD.

By: [Signature]

Name: WILFRED E. SCHEESKE

Title: CEO & Director

ASSIGNEE

INFIRST HEALTHCARE, INC.

By: [Signature]

Name: James Barstow

Title: President

SCHEDULE A
Assigned Trademarks

Trademark	Type	Class	Serial Number	Reg. Number	Reg. Date
Relief with a Smile	Standard Character Mark	IC 005. US 006 018 044 046 051 052.	86391539	5335726	Nov. 14, 2017
Owl	Design	IC 005. US 006 018 044 046 051 052.	85932315	4660385	Dec. 23, 2014
Owl	Design	IC 005. US 006 018 044 046 051 052.	85899816	4716999	Apr. 7, 2015
Dr. Cocoa	Design Plus Words	IC 005. US 006 018 044 046 051 052.	85892150	4653608	Dec. 9, 2014
Dr. Cocoa	Standard Character Mark	IC 005. US 006 018 044 046 051 052.	85700783	4685119	Feb 10, 2015
INFIRST+	Standard Character Mark	IC 005 042 045. US 006 018 044 046 051 052.	79143149	4643099	Nov 25, 2014