

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novagen LLC		09/15/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BRS Ventures, LLC		
Street Address:	5901 Broken Sound Parkway NW, Suite 450		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33498		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5617183	NOVAGEN	
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:	9545525281		
Email:	rush@brynlaw.com		
Correspondent Name:	Bryan J. Rush, Esq.		
Address Line 1:	2 S Biscayne Blvd Suite 2600		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Bryan J Rush, Esq.		
SIGNATURE:	/Bryan J Rush/		
DATE SIGNED:	10/15/2020		
Total Attachments: 4			
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OP \$40.00 5617183

Trademark Assignment

This Trademark Assignment ("*Assignment*"), dated as of September 15, 2020, is made by Novagen, LLC, a Florida limited liability company ("*Assignor*"), located at 9858 Clint Moore Road, #C111-250, Boca Raton, Florida 33496, in favor of BRS Ventures, LLC, a Florida limited liability company ("*Assignee*"), located at 5901 Broken Sound Pkwy NW, Suite 450, Boca Raton, FL 33487.

WHEREAS, under the terms of this Assignment, Assignor desires to convey, transfer, and assign to Assignee, the trademarks of Assignor specified hereunder, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "*Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

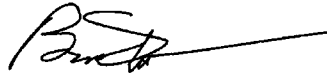
5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR:


Novagen, LLC

By: 
BRS Ventures, LLC, Authorized Member
Name: Bryan Shetsky
Title: Manager

AGREED TO AND ACCEPTED:

ASSIGNEE:

BRS Ventures, LLC

By: 
Name: Bryan Shetsky
Title: Manager

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

US Registration No. 5617183

Registration Date: 11/27/2018

Novagen