

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adigica Health, Inc.		08/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bio Clarity LLC		
Street Address:	15 Holt Drive		
City:	Stony Point		
State/Country:	NEW YORK		
Postal Code:	10980		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5546392	ADIGICA BIOCLARITY	
Registration Number:	6085942	BIOCLARITY	
Registration Number:	5192845	FLORALUX	
Registration Number:	5962102	FLORALUX	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	5132412324		
Email:	tremaklus@whe-law.com		
Correspondent Name:	Theodore R. Remaklus		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	SZM-1-122		
NAME OF SUBMITTER:	Theodore R. Remaklus		
SIGNATURE:	/theodore r remaklus/		
DATE SIGNED:	12/10/2021		
Total Attachments: 4			

OP \$115.00 5546392

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made and entered into August 2, 2021, by and between Adigica Health, Inc., a Delaware corporation having a place of business at 4370 La Jolla Village Drive, Suite 310, San Diego, California 92122, USA ("Assignor"), and Bio Clarity LLC, a New York limited liability company having a place of business at 15 Holt Drive, Stony Point, NY 10980 ("Assignee"). This Assignment is effective as of the Closing Date as defined in the Asset Purchase Agreement entered into as of August 2, 2021 between the parties hereto.

WHEREAS, Assignor is the owner of the marks set forth in Exhibit A hereof (hereinafter referred to as the "Marks"); and

WHEREAS, Assignee desires to acquire the rights Assignor has in and to said Marks and the goodwill associated with said Marks and the applications/registrations thereof.

NOW, THEREFORE, for U.S. \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree that:

1. Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the business connected and/or associate with the use thereof and symbolized thereby, and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

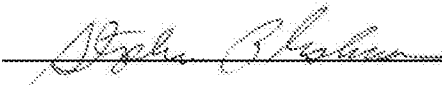
2. Assignor hereby authorizes and requests the corresponding trademark offices whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Agreement.

3. Assignor hereby agrees to execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the transactions contemplated hereby, to vest in Assignee the beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first written above.

ASSIGNOR:

ADIGICAS HEALTH, INC.

By: 
Name: Stephen P. Cushman
Its: President

BIO CLARITY LLC:

By: _____
Name: _____
Its: _____

3. Assignor hereby agrees to execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the transactions contemplated hereby, to vest in Assignee the beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first written above.

ASSIGNOR:

ADIGICAS HEALTH, INC.

By: _____
Name: _____
Its: _____

BIO CLARITY LLC:


By: 
Name: Solomon Silberstein
Its: owner

EXHIBIT A

Country	Mark	Class(es)	Reg. No.
European Union	BIOCLARITY	3, 5, 10	015998487
United Kingdom	BIOCLARITY	3, 5, 10	UK00915998487
United States	ADIGICA BIOCLARITY	3, 5	5546392
United States	BIOCLARITY	3, 5	6085942
United States	FLORALUX	1	5192845
United States	FLORALUX	5	5962102