

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guangdong Only Bio Tech. Co., Ltd.		07/28/2021	Corporation: CHINA
RECEIVING PARTY DATA			
Name:	ENT Senior Care Group, Inc.		
Street Address:	14011 VENTURA BLVD., SUITE 302		
City:	SHERMAN OAKS		
State/Country:	CALIFORNIA		
Postal Code:	91423		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2141281	SINU-CLEAR	
CORRESPONDENCE DATA			
Fax Number:	8668605320		
<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:	3104750321		
Email:	admin@candlaw.com		
Correspondent Name:	Richard K. Citron		
Address Line 1:	10866 Wilshire Blvd		
Address Line 2:	Suite 400		
Address Line 4:	Los Angeles, CALIFORNIA 90024		
NAME OF SUBMITTER:	Richard K. Citron		
SIGNATURE:	/Richard K. Citron/		
DATE SIGNED:	01/26/2022		
Total Attachments: 5			
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TRADEMARK PURCHASE AGREEMENT

THIS TRADEMARK PURCHASE AGREEMENT ("Agreement") is made and entered into this 28 day of July, 2021 by and between **Guangdong Only Bio Tech. Co., Ltd.**, a People's Republic of China corporation, ("**Seller**") and **ENT Senior Care Group, Inc.**, a California corporation ("**Buyer**")

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, Seller's right, title and interest in and to United States Patent and Trademark Office Registration Number **2,141,281** for the mark "**SINU-CLEAR**" registered on March 3, 1998 (the "**Mark**"), and the U.S. Federal registration of the Mark, together with the good will of the business symbolized by the Mark;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Purchase and Sale.** Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest in and to the Mark and the registrations of the Mark, together with the good will of the business symbolized by the Mark.

2. **Purchase Price.** As consideration for the purchase of the Mark, and the registration thereof, together with the good will of the business symbolized by the Mark, Buyer shall pay Seller the amount of Eighteen Thousand United States Dollars (\$18,000 USD), as follows: (a) \$3,000 USD shall be payable upon execution of this Agreement; and (b) payments of \$3,000 shall be made on August 28, 2021, September 28, 2021, October 28, 2021, November 28, 2021 and December 28, 2021. Payments are to be made via wire transfer or check to the Law Offices of Albert Wai-Kit Chan, PLLC.

3. **Representations and Warranties.** Seller represents and warrants to Buyer as follows:

- (a) Seller exclusively owns the Mark;
- (b) Seller has good and marketable title to the Mark, free and clear of any mortgage, pledge, lien, charge, security interest, licenses, claim or other encumbrance, or any option or right to acquire the Mark;
- (c) the Mark is fully transferrable to Buyer, without payment of any kind to any third party and without the approval of any third party;
- (d) there is no pending or threatened legal proceeding involving the Mark, and Seller has not received any notice that the Mark interferes with or infringes upon any intellectual property right of any person or entity; and

Agreement and to consummate the transactions contemplated hereby, provided that doing so shall not incur additional costs or expenses to such party.

(c) **Entire Agreement.** This Agreement (and the Schedule hereto) constitutes the entire agreement between the parties hereto pertaining to the subject matter contained herein and supersedes any and all other agreements, arrangements, and understandings, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Each party to this Agreement acknowledges and represents that no representations, warranties, covenants, conditions, inducements, promises or agreements, oral or otherwise, other than as set forth herein, have been made by any party hereto, or anyone acting on behalf of any party.

(f) **Amendments.** The provisions of this Agreement may be altered, amended, or repealed, in whole or in part, only on the written consent of all parties to this Agreement.

(g) **Governing Law.** This Agreement and the rights of the parties hereunder shall be construed in accordance with and governed by the laws of the State of California.

(h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

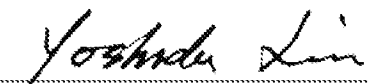
IN WITNESS WHEREOF, the parties hereto have executed this **Trademark Purchase Agreement** as of the date set forth above.

(Signatures on Next Pages)

(Signature Page to Trademark Purchase Agreement)

SELLER'S SIGNATURE:

Guangdong Only Bio Tech. Co., Ltd.,

By: 


Name: Lin Yoshida

Title: Vice General Manager

(Signature Page to Trademark Purchase Agreement)

BUYER'S SIGNATURE:

ENT Senior Care Group, Inc.

DocuSigned by:
By: 
Name: Evan Paley
Title: President