

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900674118		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Juvenescence UK Limited		04/13/2021	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Juvenescence (Europe) Limited		
Street Address:	88 Harcourt Street		
City:	Dublin 2		
State/Country:	IRELAND		
Postal Code:	D02DK18		
Entity Type:	Company: IRELAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88586532	JUVENESCENCE	
Serial Number:	88979775	JUVENESCENCE	
Serial Number:	88581985	JUVENESCENCE AI	
Serial Number:	88581902	JUVENESCENCE LIFE	
Serial Number:	88595822	RENEESCENCE	
CORRESPONDENCE DATA			
Fax Number:	2123101895		
<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:	2126264242		
Email:	lindsey.ustrata@bakermckenzie.com		
Correspondent Name:	Lindsey E. Utrata		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker McKenzie LLP		
Address Line 4:	NEW YORK, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	50844043		
NAME OF SUBMITTER:	Lindsey E. Utrata		
SIGNATURE:	/LEU/		
DATE SIGNED:	05/10/2022		

Total Attachments: 6

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TRADE MARK ASSIGNMENT

This Assignment is dated 13 April 2021

Between

JUVENESCENCE UK LIMITED, a company incorporated under the laws of the England and Wales, with registered number 11496711 ("**Assignor**"), whose registered office is at 8th FLOOR THE BROADGATE TOWER, PRIMROSE STREET, LONDON, UNITED KINGDOM, EC2A 2EW; and

JUVENESCENCE (EUROPE) LIMITED, a company incorporated under the laws of Ireland, with registered number 675938 ("**Assignee**"), whose registered office is at 88 HARCOURT STREET, DUBLIN 2, D02 DK18, IRELAND.

Recitals

- A. The Assignor is the proprietor of the registered and unregistered trade marks and the applicant of certain trade mark applications listed in the schedule to this Agreement (the "**Trade Marks**").
- B. The Assignor has agreed to assign the Trade Marks to the Assignee in accordance with the terms of this Agreement.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement the following words and expressions have the following meanings:

"**Effective Date**" means the date on which the last of the parties executes this Agreement;

"**Trade Marks**" has the meaning given to it in Schedule A.

1.2 Interpretation

In this Agreement (except where the context otherwise requires):

- (a) clause headings are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Agreement and any reference to a paragraph is to the relevant paragraph in which it appears; and
- (c) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. Assignment

- 2.1 In consideration of the sum of US\$1, exclusive of any applicable taxes, paid by the Assignee to the Assignor and the provisions and mutual covenants contained in this Agreement (the receipt and sufficiency of which is hereby acknowledged by the Assignee) the Assignor hereby assigns to the Assignee and with effect from the Effective Date all of its right, title and interest in and to the Trade Marks and any common law rights and all the goodwill attaching to the Trade Marks, together with the right to sue in respect of every act of infringement of the Trade Marks whether occurring before or after the Effective Date.
- 2.2 The Assignee shall be responsible for the payment of value added tax ("VAT") on the assignment, subject to production of a valid VAT invoice by the Assignor.

3. Further Assurance

- 3.1 The Assignor agrees at the request of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement and to assist in the resolution of any queries from the Assignee concerning the Trade Marks and to assist in relation to any proceedings which may be brought by or against the Assignee with respect to the Trade Marks.

4. Entire Agreement

- 4.1 This Agreement constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter.
- 4.2 Each party acknowledges and agrees that no representations were made which are not set out in this Agreement but that, if any were made, it has not relied on, or been induced to enter into this Agreement by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Agreement or otherwise.
- 4.3 Nothing in this clause 4 shall operate to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation.

5. Governing Law

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, English law and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

6. General

- 6.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.
- 6.2 Each party shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this Agreement and any document referred to in it.

6.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement may enforce any provision of it.

IN WITNESS whereof the parties hereto have executed this Assignment on the date first written above and takes effect on the date stated at the beginning of it.

SIGNED by David Ellam and David Roblin for and on behalf of **JUVENESCENCE UK LIMITED:**

DocuSigned by:
David Roblin
81806975A827483
Signature:
David Roblin
Position: Director
Date: 13 April 2021

DocuSigned by:
Ellam
8E7F89858F52457
Signature:
David Ellam
Position: Director
Date: 12 April 2021

SIGNED by David Ellam and Susan Bergin for and on behalf of **JUVENESCENCE (EUROPE) LIMITED:**

DocuSigned by:
Ellam
8E7F89858F52457
Signature:
Position: Director/Secretary
Date:

DocuSigned by:
Gina Ellam
0808375D28A48D
in the presence of: _____

Witness Signature

Witness Name:
Gina Ellam

Witness Address:
Address

Witness Occupation:
Occupation

DocuSigned by:
Signature: Erin Beecher
1381CA0233AF4434

Position: Director

Date:

in the presence of DocuSigned by:
Conor Maples
01A033872255622

Witness Signature

Witness Name:
Conor Maples

Witness Address:
1245 N Kings Rd, 14, West Hollywood, Los Angeles, CA 9006

Witness Occupation:
VP, Marketing

Schedule 1

Trade Mark Applications

TRADE MARK	COUNTRY	APPLICATION NO	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
JUVENESCENCE	United States of America	88586532	21 August 2019			5
JUVENESCENCE	United States of America	88979775				5, 42, 44
JUVENESCENCE AI	United States of America	88581985	16 August 2019			42
JUVENESCENCE LIFE	United States of America	88581902	16 August 2019			5, 42, 44
LIFE BEYOND DISEASE	United States of America	88581960	16 August 2019			5, 35, 42, 44
RENESECENCE	United States of America	88595822	28 August 2019			5, 35, 42