

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKIN PRO INTERNATIONAL, INC		05/25/2022	Corporation:
RECEIVING PARTY DATA			
Name:	SKIN PRO LLC		
Street Address:	41 S. Wakeforest Ave., #7674		
City:	Ventura		
State/Country:	CALIFORNIA		
Postal Code:	93003		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4162430	DELFOGO	
Registration Number:	6236755	SKINPRO	
Registration Number:	6099597	ELITE SERUM	
Registration Number:	4859672	SKINPRO	
Registration Number:	4515478	TEPAMINE	
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:	8139990199		
Email:	mkobrin@aegislaw.com		
Correspondent Name:	John Ervin		
Address Line 1:	601 S Lindbergh Blvd,		
Address Line 4:	Frontenac, MISSOURI 63131		
NAME OF SUBMITTER:	Leila Ros		
SIGNATURE:	/Leila Ros/		
DATE SIGNED:	06/14/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of May 25, 2022 (the "Effective Date"), is made by is made by Skin Pro International, Inc., a Florida corporation (the "Assignor"), in favor of Skin Pro LLC, a California limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 21, 2021, as amended by that certain Amendment to Purchase Agreement dated as of March 14, 2022, as further amended by that certain Second Amendment to Purchase Agreement dated as of April 1, 2022 (collectively, the "Purchase Agreement"), pursuant to which Seller has agreed to convey, transfer and assign to the Assignee, the Purchased Assets, and Assignee has agreed to purchase from Assignor, free and clear of all liens, claims and encumbrances, all of Seller's right, title and interest in, to and under the Purchased Assets, including the Trademarks described on **Schedule 1**;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to execute and deliver this Assignment to Buyer on the Closing Date; and

WHEREAS, capitalized terms used herein and but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee purchases from Assignor, free and clear of all Encumbrances other than Permitted Encumbrances, **all of Assignor's right, title and interest in, to and under** the Trademarks identified on **Schedule 1** attached hereto, together with the goodwill connected with the use of and symbolized by the Trademarks, and all: (a) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Trademarks; and (b) claims and causes of action with respect to such Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof (collectively, the "Assigned Trademarks").

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 and at Assignee's sole cost and expense, 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 Assigned Trademarks to Assignee, or any Assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Assignment including all schedules attached hereto shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California or any other jurisdiction.

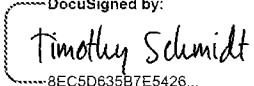
5. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the Effective Date.

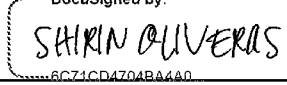
ASSIGNOR:

SKIN PRO INTERNATIONAL, INC.,
a Florida corporation

DocuSigned by:

By: _____
Name: Timothy Schmidt
Title: Authorized Signatory

ASSIGNEE:

SKIN PRO LLC,
a California limited liability company

DocuSigned by:

By: _____
Name: Shirin Oliveras
Its: Authorized Signatory

SCHEDULE 1

TRADEMARK ASSETS

Registered Trademark	Agency	Reg. No.	Filing Date	Next Filing
DELFOGO	USPTO	4162430	June 19, 2012	June 20, 2022
SKINPRO	USPTO	6236755	Jan. 1, 2021	January 1, 2026
ELITE SERUM	USPTO	6099597	July 14, 2020	July 14, 2025
Skin Pro	USPTO	4859672	Nov. 24, 2015	May 24, 2022
TEPAMINE	USPTO	4515478	April 15, 2014	April 15, 2023