

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pure Wave Holdings, Inc.		06/22/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	PureWave Technologies, LLC		
Street Address:	1014 Gateway Boulevard		
Internal Address:	Quantum Town Center		
City:	Boynton Beach		
State/Country:	FLORIDA		
Postal Code:	33426		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5755086	PURE WAVE	
CORRESPONDENCE DATA			
Fax Number:	8665179150		
<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:	9548021299		
Email:	nancy@flintiplaw.com		
Correspondent Name:	Nancy J Flint		
Address Line 1:	1857 NW 93 Way		
Address Line 4:	Plantation, FLORIDA 33322		
NAME OF SUBMITTER:	Nancy J. Flint		
SIGNATURE:	/Nancy J. Flint/		
DATE SIGNED:	06/27/2022		
Total Attachments: 4			
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OP \$40.00 5755086

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into as of June 22, 2022 (the "Effective Date") by and between Pure Wave Holdings, Inc., a corporation organized under the laws of the State of Florida and having an address at 1014 Gateway Boulevard, Quantum Town Center, Boynton Beach, Florida 33426 ("Assignor") and PureWave Technologies, LLC, a limited liability company organized under the laws of the State of Florida and having an address at 1014 Gateway Boulevard, Quantum Town Center, Boynton Beach, Florida 33426 ("Assignee").

WHEREAS, Assignor is the owner of the following registered trademark, common law trademark, service mark, trade name, corporate name, commercial identity and trading style and confusingly similar designations (collectively, the "Trademark"):

- PURE WAVE for use in connection with medical apparatus, namely, magnetic field therapy apparatuses including U.S. Reg. No. 5755086:

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the amount of US\$10.00 payable on the Effective Date.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) To Assignor's knowledge as of the Effective Date, the Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms other than Exhibit A – Copy of Certificate of Registration for PURE WAVE, U.S. Reg. No. 5755086.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly refers to this agreement.

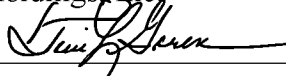
6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Florida, and all disputes shall be brought before the courts in Palm Beach County, Florida. The parties waive objection to the jurisdiction of the courts of Palm Beach County, Florida for such disputes including *forum non conveniens*.

ASSIGNOR

Pure Wave Holdings, Inc

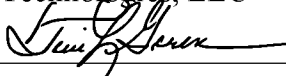
By: 

Print Name: Toni L Goren

Title: CEO

ASSIGNEE

PureWave Technologies, LLC

By: 

Print Name: Toni L Goren

Title: CEO