

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plantimex Distributors Inc		08/29/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pastor-Villareal Inc.		
Street Address:	5744 Whitewood Avenue		
City:	Lakewood		
State/Country:	CALIFORNIA		
Postal Code:	90712		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6042586	MAMISAN	
Registration Number:	5136593	MAMISAN	
Registration Number:	5302585	VAQUITA BALSAMO BLANCO	
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:	9179333895		
Email:	alichy@mclaughlinstern.com		
Correspondent Name:	Abraham Lichy		
Address Line 1:	260 Madison Avenue		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Danit Halberstein		
SIGNATURE:	/Danit Halberstein/		
DATE SIGNED:	09/09/2022		
Total Attachments: 6			
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LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of August 29, 2022, between Plantimex Distributors Inc., a California corporation ("Licensor") and Pastor-Villareal Inc., a California corporation ("Licensee" and together with Licensor, the "Parties", and each, a "Party").

WHEREAS, Licensor has developed a line of cosmetics and healthcare products that it markets and sells under the trademarks set forth on Schedule A (the "IP"); and

WHEREAS, the parties entered into an exclusive Distribution Agreement, and

WHEREAS, this License is needed by Licensee to enable it to perform the obligations assumed by it under the Distribution Agreement;

NOW, THEREFORE, acknowledging consideration, the parties agree as follows:

1. License. Licensor grants to Licensee an exclusive, royalty free license (the "License"), upon the terms and conditions and subject to the limitations set forth in this Agreement, to use the IP, and all the products encompassed thereunder, and to perform the obligations under the Distribution Agreement (the "Obligations"), which Obligations have now been assumed by Licensee. The grant of this License includes, without limitation, the right of Licensee to use all inventions, patents, trade secrets, copyrights, software programs, works of authorship, trademarks, service marks and other intellectual property rights now owned or licensed, or in the future developed, owned and/or licensed by Licensor, that comprise the IP and/or the products and services thereunder (the "Licensor IP") in connection with its performance of the Obligations.

2. Term. This License shall commence as of the effective date hereof and shall continue until the Distribution Agreement, including any extensions or renewals thereof, terminates.

3. Assignment of Rights. This License Agreement and the rights granted under this License Agreement may not be sublicensed or assigned, without the prior written consent of Licensor.

4. Ownership. Nothing in this License Agreement shall be deemed to grant to Licensee any ownership or rights in the Licensor IP other than the rights granted herein.

5. Licensor's Licensor IP Warranty. Licensor warrants that it has the right to grant the License set forth hererin and Licensor agrees to indemnify and hold Licensee harmless from and against any damages arising out of Licensee's infringement or violation of the intellectual property rights of others resulting from Licensee's use of the Licensor IP in accordance with this License.

6. Indemnification. Licensor shall indemnify and hold Licensee harmless from all claims arising out of the Obligations to the extent that the License granted herein and/or the performance by Licensor of its obligations under this License are insufficient to enable Licensor to satisfy the Obligations with respect to any Licensor IP.

7. General Provisions.

(a) Entire Agreement; Modification. This Agreement contains the entire agreement between the parties hereto with respect to the matters contemplated herein and there are no agreements, representations or warranties with respect to such matters that are not set forth herein. All prior negotiations, agreements and understandings are

superseded hereby. This Agreement may not be modified or amended except by an instrument signed by or on behalf of all parties hereto.

(b) Notices. All notices, notifications, and elections and other communications required or permitted pursuant to this Agreement shall be made in writing and shall be deemed to have been duly given and effective: (1) upon delivery if personally hand-delivered; (2) on the earlier of the fourth (4th) day after mailing or the date of return receipt acknowledgment, if mailed, postage prepaid, by certified or registered mail, return receipt requested; (3) on the date sent if sent by facsimile or email; or (4) on the date of delivery if sent by a recognized overnight courier. Such communications shall be addressed as follows, or as otherwise directed in a notice by any party given to all other parties in accordance herewith, and shall be effective as notice to all the following indicated persons if delivered in accordance herewith:

If to Licensor: Plantimex Distributors Inc
7577 Airway Rd, Suite 105
San Diego, California 92154

Copy to:

If to Licensee: Pastor-Villareal Inc.
Attn: Alvaro Pastor
5744 Whitewood Ave
Lakewood, CA 90712

Copy to: Abraham Lichy
McLaughlin & Stern LLP
260 Madison Avenue
19th Floor
New York, NY 10016

(c) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California, without giving effect to its conflict of laws provisions.

(d) Binding Effect. This Agreement shall be binding upon the parties and inure to the benefit of their respective successors, assigns, heirs and legal representatives.

(e) Headings. The headings in this Agreement are for convenience and reference only and shall not be deemed to alter or affect any provision hereof.

(f) Waivers and Acceleration. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver; and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

(g) Severability. If any provision of this Agreement shall, under any circumstances, be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations of the parties shall be construed and enforced accordingly.

(h) No Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any person or entity that is not a party to this Agreement, except as expressly provided hereunder.

(i) Persons Bound. This Limited License benefits the Licensee, its permitted successors and assigns, and binds Licensor and its respective, successors and assigns.

(j) Attorneys Fees. In the event of any legal or equitable action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the other party all costs of such action, including reasonable attorneys fees.

(k) Execution in Counterparts. This Agreement may be executed in one or more counterparts, each bearing the signatures of one or more parties. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Agreement, a document signed and transmitted by electronic means is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

SCHEDULE 1
TRADEMARKS


Mark	Jurisdiction	Registration Number	Registration Date
MAMISAN	Federal	6042586	April 28, 2020
MAMISAN	Federal	5136593	February 7, 2017
VAQUITA BALSAMO BLANCO	Federal	5302585	October 3, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LICENSOR:

Plantimey Distributors Inc.

By: _____


SALVADOR ALVAREZ


Title: _____

PRESIDENT

LICENSEE:

Pastor-Villareal Inc.

By: _____



Jose Pastor

Title: _____

COO

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

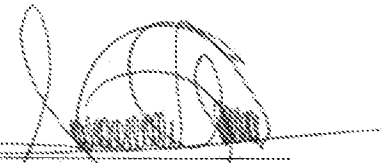
Pastor-Villareal Inc.

By 

Name: Jose Pastor

Title: COO

Plantimex Distributors Inc

By 

Name: Salvador Alvarez Ocegueda

Title: President