

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781401

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900728327 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EB5 Acquisition, LLC | | 09/16/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Life O, Inc. | | |
| Street Address: | 651 North Broad Street | | |
| City: | Middletown | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19709 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1597041 | EB5 | |
| Registration Number: | 2997337 | EB5 | |
| Registration Number: | 4684763 | EB5 | |
| Serial Number: | 97561035 | SYNERGEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5619622101 | | |
| <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: | 5619622100 | | |
| Email: | lpatino@duanemorris.com | | |
| Correspondent Name: | DUANE MORRIS LLP | | |
| Address Line 1: | 1875 NW CORPORATE BLVD, SUITE 300 | | |
| Address Line 2: | BR-IPD | | |
| Address Line 4: | BOCA RATON, FLORIDA 33431 | | |
| ATTORNEY DOCKET NUMBER: | H5600-07101 - 007401 | | |
| NAME OF SUBMITTER: | Karen C. Kline | | |
| SIGNATURE: | /Karen C. Kline/ | | |
| DATE SIGNED: | 01/18/2023 | | |

Total Attachments: 8

source=H5600-71-74-IP_assignment_form_eb5_NC#page1.tif

source=H5600-71-74-IP_assignment_form_eb5_NC#page2.tif

source=H5600-71-74-IP_assignment_form_eb5_NC#page3.tif

source=H5600-71-74-IP_assignment_form_eb5_NC#page4.tif

source=H5600-71-74-IP_assignment_form_eb5_NC#page5.tif

source=H5600-71-74-IP_assignment_form_eb5_NC#page6.tif

source=H5600-71-74-IP_assignment_form_eb5_NC#page7.tif

source=H5600-71-74-IP_assignment_form_eb5_NC#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made and entered into to be effective as of the date of the last signature below (the "Effective Date"), by and between EB5 Acquisition, LLC, a Delaware limited liability company having an address at 4444 South Blvd., Charlotte, North Carolina 28209 ("Assignor"), and Life O, Inc., a Delaware corporation having an address at 651 North Broad Street, Middletown, Delaware 19709 ("Assignee"). All capitalized terms used herein that are not otherwise defined shall have the definitions set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and among Assignor and Assignee (and any other party named therein) dated as of August 26, 2022 (the "Purchase Agreement"), Assignee purchased certain Assets of Assignor, including, but not limited to, the Intellectual Property (as defined below); and

WHEREAS, Assignor wishes to assign, convey, and transfer to Assignee, and Assignee wishes to acquire, accept, and receive, certain rights, title and interests of Assignor as set forth more fully herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and in the Purchase Agreement (including the Purchase Price being over \$1.00 USD), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, conveys, and transfers to Assignee, and Assignee acquires, accepts, and receives from Assignor, Assignor's entire right, title, and interest in, to, and under the following:

- (a) all the Intellectual Property (as defined below), including those listed on Exhibit A hereto;
- (b) any and all royalties, fees, income, payments, and other proceeds due or payable as of or after the Effective Date with respect to any and all the Intellectual Property;
- (c) all rights of action against third parties Assignor had, has, or may have and any and all claims and causes of action with respect to any of the foregoing parts (a) and (b), whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and
- (d) the exclusive, unlimited, and perpetual right throughout the world to (i) secure statutory registrations, applications for registrations, issuances, renewals, extensions and restorations for any and all of the Intellectual Property, as well as (ii) record the present assignment with any intellectual property office in any jurisdiction throughout the world.

which right, title, and interest in the foregoing parts (a) through (d) shall be held and enjoyed by Assignee to the full end of the applicable term of protection.

"Intellectual Property" means the intellectual property rights, and all goodwill associated therewith and therein, of Seller related to the ownership, operation and maintenance of the Web Sites or the Business, including but not limited to, all trade secrets, processes, trademarks, copyrights, designs, product formulas for all products currently in circulation, discontinued products and products pipeline, marketing collateral, proprietary rights, proprietary knowledge and customized computer software and related documentation; all trademarks, names and trade names (including, without limitation, the name of the Web Sites); in all service marks, copyrights, marks, symbols, logos and all applications related thereto; all registrations and

licenses, sublicenses or agreements related thereto; and all rights in and to all artwork, plates, and computer generated materials, the Amazon USA Seller Account, the Social Media accounts and all other online accounts used to run the Business.

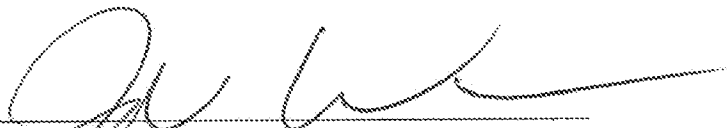
Assignor will, upon written request received from Assignee, promptly execute any other documents which may be reasonably necessary or appropriate to perfect in the Assignee the rights, title and interest herein conveyed in the jurisdictions identified in Exhibit A or any other country.

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment of Intellectual Property to be effective as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

Assignor

EB5 ACQUISITION, LLC

By: 

Name: John Walsh
Title: Director
Citizenship: United States of America

Date: 9/16/22

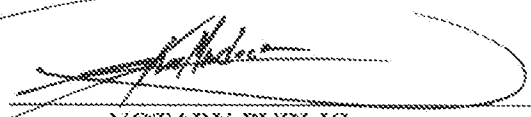
Address: 4444 South Blvd., Charlotte, North Carolina 28209

STATE OF North Carolina
COUNTY OF Mecklenburg, U.S.A.

I, Kea Murdock, Notary Public in and for said state do hereby certify that John Allan Walsh personally appeared before me this 16th day of September 2022, and acknowledged that this instrument was signed in his name by him as a free act and deed of the corporation.

Witness my hand and seal.

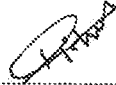
Kea Murdock
Notary Public
Mecklenburg County, NC
Commission Exp. April 30, 2024


NOTARY PUBLIC

My Commission Expires: 04/30/2024

Assignee

LIFE O, INC.

By: 
Name: [INSERT] RITESH KUMAR
Title: [INSERT] DIRECTOR
Citizenship: [INSERT] INDIAN

Date: 10/12/2022

Address: 651 North Broad Street, Middletown, Delaware 19709

STATE OF WATFORD
COUNTY OF HERTFORDSHIRE USA

I, USHMA CHITRODA, Notary Public in and for said state do hereby certify that RITESH KUMAR personally appeared before me this 12TH day of OCTOBER 2022, and acknowledged that this instrument was signed in his name by him as a free act and deed of the corporation.

Witness my hand and seal.

(SEAL)


NOTARY PUBLIC

My Commission Expires: On Death



Ushma Chitroda LL.B. LL.M
Solicitor and Notary Public
12 Norbury Avenue
Watford, WD24 4PJ
ushmatank@hotmail.com

EXHIBIT A

| WORLDWIDE TRADEMARK REGISTRATIONS | | |
|---|---|--|
| Mark, Reg. No. ("RN"), Appl. No. ("SN"), and Disclaimer (if any) | Country, Status and Key Dates | Full List of Goods |
| EB5 (Stylized) RN: 1597041 SN: 73758521 | United States Registered: May 22, 1990 First Use: February 18, 1975 Filed: October 19, 1988 | (Int'l Class: 03) creams and lotions for skin, hair and body |
| EB5 RN: 2997337 SN: 78382786 | United States Registered: September 20, 2005 First Use: February 18, 1975 Filed: March 11, 2004 | (Int'l Class: 03) Creams and lotions for hands, [fingernails,] face, body, feet, and neck |
| EB5 (Stylized) RN: 4684763 SN: 86329893 | United States Registered: February 10, 2015 First Use: May 1, 2014 Filed: July 7, 2014 | (Int'l Class: 03) creams, lotions, toners, cleansers and serums for skin and body |
| SYNERGEX SN: 97561035 | United States Filed: August 23, 2022 First Use: August 15, 2002 | (Int'l Class: 3) cosmetic lotions; creams; and emulsions. |

| | | |
|--|---|--|
| EB5 RN: TMA456893 AN: 0588278 | Canada Registered: May 3, 1996 Filed: July 21, 1987 | (Int'l Class: 3) Goods: Creams and lotions for skin and body. |
| THE WRINKLE RELIEF FORMULA RN: TMA817053 AN: 1503637 | Canada Registered: February 7, 2012 Filed: November 12, 2010 | (Int'l Class: 3) Goods: Lotions, creams, and cleansers for skin. |
| EB5 and Design RN: TMA927953 AN: 1690531 | Canada Registered: February 2, 2016 Filed: August 20, 2014 | (Int'l Class: 3) Goods: Creams, lotions, toners, cleansers and serums for skin and body |
| EB5 RN: 359774 AN: M53001 | Mexico Registered: February 23, 1989 Filed: November 24, 1988 | (Int'l Class: 03) only creams, lotions, skin lotions, lotions for the body. |
| EB5 and Design RN: 1510142 AN: M1522055 | Mexico Registered: January 28, 2015 Filed: August 29, 2014 | (Int'l Class: 03) cosmetic creams for facial and body skin; lotions for facial and body skin for cosmetic use; anti-aging toning for facial and body skin for cosmetic use; dermolimpiadores [products to clean facial and body skin]; anti-aging serums for facial and body skin for cosmetic use. |

| | | |
|--|---|--|
| EB 5 RN: 1527954 AN: 968046 | France Registered: Filed: November 22, 1988 | (Int'l Class: 03) Creams and lotions for the body, skin and hair |
| eb5 and Design RN: P-373887 AN: 08047/1988 | Switzerland Registered: November 22, 1989 Filed: November 8, 1988 | (Int'l Class: 03) Skin creams and lotions, creams and lotions for hair and body care. |
| eb5 AN: 901134907 | UK Registered: November 3, 2000 Filed: April 12, 1999 | (Int'l Class: 03) Creams and lotions for skin, hair and body. |
| eb5 RN: 001134907 AN: 001134907 | EU Registered: November 3, 2000 Filed: April 12, 1999 | (Int'l Class: 03) Creams and lotions for skin, hair and body. |
| EBS RN: 72873 AN: 72873 | Morocco Registered: March 27, 2000 Filed: March 27, 2000 | (Int'l Class: 03) creams and lotions for skin, hair and body. |
| EBS RN: 17233 AN: 17233 | Morocco Registered: March 28, 2000 Filed: March 28, 2000 | (Int'l Class: 03) creams and lotions for skin, hair and body. |

| | | |
|---|---|--|
| EB 5 and Design RN: 1728372 AN: 1728372-3 | China Registered: March 14, 2002 Filed: December 25, 2000 | (Int'l Class: 03) Cream , Body Lotion , Embellish hair cream , applying , |
| EB 5 and Design RN: 15264237 AN: 15264237-3 | China Registered: October 14, 2015 Filed: September 1, 2014 | (Int'l Class: 03) Shampoos , Skin care essence , Protect hair essence , Skin care cream , Protect hair cream , bath lotion , Hair lotions , Toner , Hair with toner , Skin cleaning agent , |

| U.S. COPYRIGHT REGISTRATION | | |
|------------------------------|------------------|----------------|
| Title | Registration No. | Type |
| eb5 Facial Cream Commercial. | PA0001690676 | Motion Picture |