

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM783313

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
One Sol LLC		12/31/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	One Sol Supplements LLC		
<b>Street Address:</b>	2600 W Oakey Blvd		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89102		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90770478	ONE SOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6199290606		
<b>Email:</b>	nzoh@philip.law		
<b>Correspondent Name:</b>	Narek Zohrabyan		
<b>Address Line 1:</b>	1055 East Colorado Blvd., Suite 5145		
<b>Address Line 4:</b>	Pasadena, CALIFORNIA 91106		
<b>NAME OF SUBMITTER:</b>	NAREK ZOHRABYAN		
<b>SIGNATURE:</b>	/NAREK ZOHRABYAN/		
<b>DATE SIGNED:</b>	01/30/2023		
<b>Total Attachments: 11</b>			
source=ASSIGNMENT OF BUSINESS INTERESTS #page1.tif			
source=ASSIGNMENT OF BUSINESS INTERESTS #page2.tif			
source=ASSIGNMENT OF BUSINESS INTERESTS #page3.tif			
source=ASSIGNMENT OF BUSINESS INTERESTS #page4.tif			
source=ASSIGNMENT OF BUSINESS INTERESTS #page5.tif			
source=ASSIGNMENT OF BUSINESS INTERESTS #page6.tif			

OP \$40.00 90770478

source=ASSIGNMENT OF BUSINESS INTERESTS #page7.tif  
source=ASSIGNMENT OF BUSINESS INTERESTS #page8.tif  
source=ASSIGNMENT OF BUSINESS INTERESTS #page9.tif  
source=ASSIGNMENT OF BUSINESS INTERESTS #page10.tif  
source=ASSIGNMENT OF BUSINESS INTERESTS #page11.tif

## ASSIGNMENT OF BUSINESS INTERESTS

**THIS BUSINESS ASSIGNMENT AGREEMENT** (the "Agreement") made and entered into this 31st day of December, 2021 (the "Execution Date"),

**BETWEEN:**

One Sol LLC of 265 Briggs Ave Costa Mesa, CA 92626  
(the "Assignor")

OF THE FIRST PART

and

One Sol Supplements LLC of 2600 W Oakey Blvd Las Vegas NV 89102  
(the "Assignee")

OF THE SECOND PART

### **BACKGROUND**

- a. The Assignor is the owner of all the issued and outstanding stock, the entire business operation, intellectual properties, and the all of the associated goodwill of One Sol Supplements LLC of 265 Briggs Ave Costa Mesa, CA 92626 (the "Corporation") which carries on the business of Dietary Supplement & Workout Program Sales in the State of California.
- b. The Assignor desires to assign all of the Stock, the entire business operations, intellectual properties, and all of the associated goodwill to the Assignee, and the Assignee desires to receive the same.

**IN CONSIDERATION** of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

#### **Definitions**

1. The following definitions apply in the Agreement:

- a. "Closing" means the completion of the transfer of the Stock as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Stock; and
- b. "Parties" means both the Assignor and the Assignee and "Party" means any one of them.

### **Assignment**

2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Assignor agrees to assign the Stock to the Assignee and the Assignee agrees to receive the Stock, business operations, intellectual property, and all goodwill associated via assignment from the Assignor.

### **Assignment Price**

3. The price to be paid by the Assignee to the Assignor for the Stock will be \$1.00 US Dollars (the "Total Purchase Price").
4. The Parties agree to co-operate in the filing of elections under the *Internal Revenue Code* and under any other applicable taxation legislation, in order to give the required or desired effect to the allocation of the Total Purchase Price.

### **Completion**

5. The Completion of the assignment of the Stock, the entire business operation, intellectual properties, and the all of the associated goodwill will take place on the 31st day of December, 2021 (the "Completion Date") at the offices of the Assignor or at such other time and place as the Parties mutually agree.
6. At Completion, the Assignor will:
  - a. provide the Assignee with duly executed forms and documents evidencing transfer of signing authority and control of the bank accounts of the Corporation;
  - b. provide the Assignee with duly executed transfers of the Stock; and
  - c. deliver to the Assignee endorsed stock certificates representing the Stock, and the Assignor will take all steps necessary for the Corporation to enter the Assignee, or its nominee, on the books of the Corporation, as the holder of the Stock.

### **Payment**

7. The Total Purchase Price for the Stock will be paid by the Assignee in one lump sum payment to the Assignor in the form of a certified check, a Teller's Check or an electronic money or funds transfer. In the case of an electronic money or funds transfer, the Assignor will give notice to the Assignee of the bank account particulars at least 5 business days prior to the Closing Date.
8. The Assignee is responsible for paying all applicable taxes, including federal sales tax, state sales tax, duties, and any other taxes or charges payable pursuant to the transfer of the Stock from the Assignor to the Assignee.

### **Assignor's Representations and Warranties**

9. The Assignor represents and warrants to the Assignee that:
  - a. the Assignor has full legal authority to enter into and exercise its obligations under this Agreement;
  - b. the Corporation is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted;
  - c. the Assignor is the absolute beneficial owner of the Stock, free and clear of any liens, charges, encumbrances or rights of others, and is exclusively entitled to dispose of the Stock;
  - d. except as otherwise provided in this Agreement, there has been no act or omission by the Assignor that would give rise to any valid claim relating to a brokerage commission, finder's fee or other similar payment;
  - e. the Assignor is a resident of the United States for the purposes of the *Internal Revenue Code*;
  - f. the Assignor has withheld all amounts required to be withheld under income tax legislation and has paid all amounts owing to the proper authorities;
  - g. the Corporation is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit sharing plan or similar plan;

- h. the Corporation will not dismiss any current employees or hire any new employees, or substantially change the role or title of any existing employees, provide unscheduled or irregular increases in salary or benefits to employees, or institute any significant changes to the terms of any employee's employment, after signing this Agreement, unless the Assignee provides written consent;
- i. there are no claims threatened or pending against the Corporation by any current or past employee relating to any matter arising from or relating to the employment of the employee;
- j. the Corporation is operating in accordance with all applicable laws, rules, and regulations of the jurisdictions in which it is carried on. In compliance with such laws, the Assignor has duly licensed, registered, or qualified the Corporation with the appropriate authorities and agencies;
- k. the Corporation maintains insurance policies on its assets and such policies are in full force and effect and of an adequate value as would be reasonable in its industry. The Corporation has neither defaulted under these insurance policies, whether as a result of failure to pay premiums or due to any other cause, nor has the Corporation failed to give notice or make a claim under these insurance policies in a timely manner;
- l. the trademarks and trade names used in carrying on the business of the Corporation are owned exclusively and validly by the Corporation. The trademarks and trade names are duly registered with the appropriate public authorities in order that the rights associated with the trademarks and trade names are protected. To the best knowledge of the officers of the Corporation, there are no claims of infringement existing against the patents, trademarks, copyrights or any other trade names used by the Corporation;
- m. any trademarks and trade names used in whole or in part in or required for the proper operation of the business of the Corporation are validly and beneficially owned by and for the sole and exclusive use of the Corporation;
- n. to the best knowledge of the officers of the Corporation, the conduct of the Corporation does not infringe on the patents, trademarks, trade names or copyrights, whether domestic or foreign, of any other person, firm or corporation;

- o. the Corporation owns or is licensed to use all necessary software and it can continue to use any and all computerized records, files and programs after the Closing Date in the same manner as before the Closing Date;
  - p. the Corporation has filed all tax reports and returns required in the operation of its business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except amounts that are being properly contested by the Assignor, the details of this contest having been provided to the Assignee; and
  - q. this Agreement has been duly executed and delivered by the Assignor and constitutes a legal and binding obligation of the Assignor, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
10. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Assignor to the Assignee.
11. The Assignor warrants to the Assignee that each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Assignor acknowledges that the Assignee is entering into this Agreement in reliance on each representation and warranty.
12. The Assignor's representations and warranties will survive the Closing Date of this Agreement.
13. Where the Assignee has a claim against the Assignor relating to one or more representations or warranties made by the Assignor, the Assignor will have no liability to the Assignee unless the Assignee provides notice in writing to the Assignor containing full details of the claim on or before the third anniversary of the Closing Date.
14. Where the Assignee has a claim against the Assignor relating to one or more representations or warranties made by the Assignor, and the Assignee is entitled to recover damages from a third party then the amount of the claim against the Assignor will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Assignee in recovering the amount from the third party.

**Assignee's Representations and Warranties**

15. The Assignee represents and warrants to the Assignor the following:

- a. the Assignee has full legal authority to enter into and exercise its obligations under this Agreement;
  - b. the corporate Assignee has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the corporate Assignee;
  - c. the Assignee has funds available to pay the full Total Purchase Price and any expenses accumulated by the Assignee in connection with this Agreement and the Assignee has not incurred any obligation, commitment, restriction, or liability of any kind, absolute or contingent, present or future, which would adversely affect its ability to perform its obligations under this Agreement;
  - d. the Assignee has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment;
  - e. the Assignee is a resident of the United States for the purposes of the *Internal Revenue Code*;
  - f. this Agreement has been duly executed by the Assignee and constitutes a legal and binding obligation of the Assignee, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction; and
  - g. the Assignee has no knowledge that any representation or warranty given by the Assignor in this Agreement is inaccurate or false.
16. The representations and warranties given in this Agreement are the only representations and warranties. The Assignee has given no other representation or warranty, either expressed or implied, to the Assignor.
17. The Assignee warrants to the Assignor that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Assignee acknowledges that the Assignor is entering into this Agreement in reliance on each representation and warranty.
18. The Assignee's representations and warranties will survive the Closing Date of this Agreement.
19. Where the Assignor has a claim against the Assignee relating to one or more representations and warranties made by the Assignee, the Assignee will have no liability to the Assignor unless the Assignor provides notice in writing to the Assignee containing full details of the claim on or before the third anniversary of the Closing Date.



20. Where the Assignor has a claim against the Assignee relating to one or more representations or warranties made by the Assignee, and the Assignor is entitled to recover damages from a third party then the amount of the claim against the Assignee will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Assignor in recovering the amount from the third party.

**Conditions Precedent to be Performed by the Assignee**

21. The obligation of the Assignor to complete the assignment of the Stock under this Agreement is subject to the satisfaction of the following conditions precedent by the Assignee, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Assignor and may be waived by the Assignor entirely or in part:
- a. all of the representations and warranties made by the Assignee in this Agreement will be true and accurate in all material respects on the Closing Date; and
  - b. the Assignee will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Assignee in connection with the execution of this Agreement.

**Conditions Precedent to be Performed by the Assignor**

22. The obligation of the Assignee to complete the purchase of the Stock under this Agreement is subject to the satisfaction of the following conditions precedent by the Assignor, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Assignee and may be waived by the Assignee entirely or in part:
- a. all of the representations and warranties made by the Assignor in this Agreement will be true and accurate in all material respects on the Closing Date;
  - b. the Assignor will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Assignor for the proper execution of this Agreement and transfer of the Stock to the Assignee;
  - c. the Assignor will have executed all documentation necessary to transfer the Stock to the Assignee; and

- d. the Assignor will provide the Assignee with complete information concerning the operation of the Corporation, in order to put the Assignee in a position to carry on in the place of the Assignor.

#### **Conditions Precedent Not Satisfied**

23. If either Party fails to satisfy any of its conditions precedent as set out in this Agreement on or before the Closing Date and that condition precedent was not waived, then this Agreement will be null and void and there will be no further liability as between the Parties.

#### **Disclosure**

24. Upon the reasonable request of the Assignee, the Assignor will, from time to time, allow the Assignee and its agents, advisors, accountants, employees, or other representatives to have reasonable access to the premises of the Corporation and to all of the books, records, documents, and accounts of the Corporation, during normal business hours, between the date of this Agreement and the Closing Date, in order for the Assignee to confirm the representations and warranties given by the Assignor in this Agreement.

#### **Employees**

25. The Assignee will not be offering employment to any existing officer or employee of the Corporation (the "Employees"). All individuals who are officers or employees of the Corporation up to and including the Closing Date will remain the full responsibility of the Assignor. Any individual hired by the Corporation after the Closing Date will become the responsibility of the Assignee.
26. The Assignor will deliver to the Assignee prior to the Closing Date, resignations of all Employees of the Corporation, each such resignation will be effective on the Closing Date. The Assignor will pay all Employee compensation incurred by it up to and including the Closing Date including all salaries, benefits, bonuses including stock bonuses and stock options and any other compensation owing to the Employees up to and including the Closing Date. The Assignor will be responsible for all severance benefits, vacation days, sick days, personal days and other compensated time off accrued by all Employees up to and including the Closing Date.
27. The Assignor is in compliance with all applicable foreign and domestic statutory rules and regulations respecting employment and employment practices and has withheld and reported all amounts required by law with respect to wages and salaries and the Assignor is not liable for any accrued taxes or penalties and is not liable or in arrears to any government pension, social security or unemployment insurance authority. The Assignor indemnifies the Assignee for any

future liabilities relating to employment and employment practices where the subject of the liability occurred prior to or on the Closing Date.

**Non-Assumption of Liabilities**

28. It is understood and agreed between the Parties that the Assignee is not assuming and will not be liable for any of the liabilities, debts or obligations of the Assignor arising out of the ownership or operation of the Corporation prior to and including the Closing Date.
29. The Assignor will indemnify and save harmless the Assignee, its officers, directors, employees, agents and shareholders from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Assignee or any of the above mentioned persons arising out of the ownership or operation of the Corporation prior to and including the Closing Date.

**Transfer of Third Party Contracts**

30. This Agreement is not to be construed as an assignment of any third party contract from the Assignor to the Assignee if the assignment would be a breach of that third party contract.
31. The Assignee will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Assignor to the Assignee.
32. Notwithstanding any other provision in this Agreement to the contrary, the Assignor will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Corporation resulting from the failure of the Assignee to acquire any third party contracts.

**Notices**

33. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

**Expenses/Costs**

34. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

**Dividends**

35. Any dividends earned by the Stock and payable on or before the Closing Date of this Agreement will belong to the Assignor and any dividends earned by the Stock and payable after the Closing of this Agreement will belong to the Assignee.

36. Any rights to vote attached to the Stock will belong to the Assignor on or before the Closing Date and will belong to the Assignee after the Closing Date.

**Severability**

37. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.
38. Where any provision in this Agreement is found to be unenforceable, the Assignee and the Assignor will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

**Governing Law**

39. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada.
40. The courts of the State of Nevada will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

**General Provisions**

41. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
42. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.
43. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
44. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.

45. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
46. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
47. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
48. Time is of the essence in this Agreement.
49. This Agreement may be executed in counterpart.
50. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 31st day of December, 2021.



Sean Torbati

One Sol Supplements LLC. (Assignee)



Sean Torbati

One Sol LLC (Assignor)