

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM793151

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900749002		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NHS Global Corp		04/01/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NHS Global Distributors, Inc		
<b>Street Address:</b>	79 E Daily Dr.#308		
<b>City:</b>	Camarillo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93010		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2929838	PROSTATE MIRACLE	
<b>Registration Number:</b>	5263741	PROSTATE MIRACLE ADVANCED FORMULA	
<b>Registration Number:</b>	4791432	SEA OF GREENS	
<b>Registration Number:</b>	5765773	VK2	
<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>	8053220005		
<b>Email:</b>	webmaster@xtrafast.net		
<b>Correspondent Name:</b>	eric sclar		
<b>Address Line 1:</b>	255 Rivertown Shops Dr		
<b>Address Line 2:</b>	Suite 102 PMB 128		
<b>Address Line 4:</b>	Saint Johns, FLORIDA 32259		
<b>NAME OF SUBMITTER:</b>	eric sclar		
<b>SIGNATURE:</b>	/eric sclar/		
<b>DATE SIGNED:</b>	03/09/2023		
<b>Total Attachments: 7</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "*Agreement*") is made as of April 1, 2021 (the "*Effective Date*") by and between NHS Global Distributors Inc., a California corporation, (the "*Company*") and NHS Global Corp., a Barbados company (the "*Assignors*").

**WHEREAS**, Assignors own all legal right, title and interest in and to the Transferred Intellectual Property (as defined herein); and

**WHEREAS**, Assignors desire to sell, convey and transfer, and Company desires to acquire, all right, title and interest in and to the Transferred Intellectual Property;

**NOW, THEREFORE**, in consideration of a promissory note in the form attached as Exhibit 1 hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### DEFINITIONS.

"*Business*" shall have the meaning set forth in Schedule A hereto.

"*Rights*" means all of Assignors' right, title and interest throughout the world in and to (i) all patents and patent applications (including provisional applications) and any and all patents that are or may be granted therefrom whether in the United States or any other country, including, without limitation, any extensions, continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, revisions, additions and renewals thereof or thereto, or other equivalents thereof; (ii) all copyrights and all renewals and extensions thereof; (iii) all trademarks, service marks, trade names, domain names, logos, trade dress and product aesthetic features, including, without limitation, all registrations, applications for registration and common law rights thereto and all goodwill associated therewith; (iv) all design rights, whether registered, unregistered, patented, patentable or otherwise; (v) all know-how and trade secret rights and rights to enforce confidentiality or similar obligations in relation to the Transferred Intellectual Property; (vi) any and all other forms of intellectual property or proprietary right recognized anywhere in the world; (vii) all rights to use, reproduce, distribute, display, perform, modify and prepare derivative works of the Transferred Intellectual Property; and (viii) all rights and privileges, statutory and non-statutory, pertaining to (i) through (vii) above, including, without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.

**ASSIGNMENT.** Assignors hereby assign, transfer and convey to Company any and all Rights Assignors may have relating to the Business, including, without limitation, those Rights which are necessary, required or desirable for Company to conduct the Business as currently conducted or expected to be conducted (the "*Transferred Intellectual Property*"), and hereby Company accepts such assignment, transfer and conveyance of the Transferred Intellectual Property.

**PROTECTION.** Assignors further hereby assign to and empower Company, its successors, assigns or nominees, all rights to make applications for patents, copyright, trademark or design registrations or other forms of protection for the Transferred Intellectual Property and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

**AUTHORIZATION TO RECORD.** Assignors further agree that this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Company or its successors, assigns or nominees to apply for patent, copyright, trademark or design or other protection for the Transferred Intellectual Property and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

**DELIVERY.** Assignors have delivered, or will promptly (but in no event later than ten (10) days hereafter) deliver, to Company all the tangible examples, prototypes, documentation (including detailed protocols and laboratory notebooks), source and object code or other manifestations of the Transferred Intellectual Property, and all copies thereof, if any.

**FURTHER ASSURANCES.** Assignors further agree that Assignors will, at Company's sole cost and expense: (i) cooperate with Company in the prosecution of patent, copyright, trademark or design applications on the Transferred Intellectual Property; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer, as Company may reasonably request; (iii) perform such other acts as Company may lawfully request to obtain, maintain, defend or enforce Rights for the Transferred Intellectual Property in any and all countries, and to vest title thereto in Company, or Company's successors and assigns; and (iv) use Assignors' best efforts to obtain the cooperation of necessary third parties (including, without limitation, former and future employees) in connection with (i) through (iii) above. In the event that Company is unable for any reason whatsoever to secure Assignors' signature to any document to which it is entitled hereunder, the Assignors hereby irrevocably designate and appoint Company and its duly authorized officers and agents as Assignors' agents and attorneys-in-fact, at Company's sole discretion and expense, to act for and on Assignors' behalf and instead of the Assignors, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Assignors, such designation and appointment deemed coupled with an interest.

**MORAL RIGHTS.** To the extent the Transferred Intellectual Property includes copyright, the assignment hereunder includes all rights of paternity, integrity, disclosure

and withdrawal and any other rights that may be known as or referred to as moral rights (collectively "*Moral Rights*"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Assignors hereby waive such Moral Rights. Assignors shall confirm any such waivers and consents from time to time as requested by Company.

**CONFIDENTIALITY.** Assignors hereby acknowledge and agree that as of the Effective Date of this Assignment, to the extent the Transferred Intellectual Property includes trade secrets or confidential information, Assignors will treat the same as confidential and proprietary to Company. Assignors shall hold such trade secrets or confidential information in strictest confidence, and shall not use (except for the benefit of Company) or disclose same to any person, firm or corporation without written authorization of Company.

**REPRESENTATIONS AND WARRANTIES.** Assignors hereby represent and warrant to Company the following:

Assignors are citizens and permanent residents of the United States of America and were so at the time any works capable of copyright protection were created;

Assignors have the exclusive, sole and complete power, authority and right necessary to transfer and assign full ownership of the Transferred Intellectual Property and to carry out Assignors' obligations under this Agreement;

The Transferred Intellectual Property Assets assigned in this Agreement comprise, without limitation, all technology, products, materials, rights and know-how owned by Assignors that are necessary, required, and sufficient for Company to conduct the Business as currently conducted or expected to be conducted;

Assignors' rights and interest in the Transferred Intellectual Property have not heretofore been pledged, hypothecated or otherwise encumbered and are, in all respects, free and clear of all encumbrances including, without limitation, interests, claims, options, prior assignments, licenses, leases, liens, charges or any other restriction of any nature whatsoever;

By making this assignment Assignors will not breach any obligation to any third party under contract or otherwise;

The Transferred Intellectual Property is original and, to Assignors' knowledge, does not infringe the rights of any third party;

There are no actions, suits or proceedings, or to Assignors' knowledge contemplated or threatened, against Assignors in connection with Assignors' ownership of the Transferred Intellectual Property;

Assignors have no knowledge of any fact that would prevent Company's registration of

any Rights related or appurtenant to the Transferred Intellectual Property or recording of the transfer of such Rights hereunder;

Except as set forth on Schedule A hereto, Assignors have not applied for or obtained registration of any patent, copyright, trademark or other such right with regard to the Transferred Intellectual Property;

No third party has any right, title, license, claim to, or other interest in the Transferred Intellectual Property, and no third party consent, notice or other action is required to be obtained to perfect the assignment contemplated hereby;

Assignors are not subject to any bankruptcy, insolvency or similar proceeding and no such proceeding is currently contemplated by Assignors or known by Assignors to be contemplated by one or more of Assignors' creditors; and

Assignors have used all commercially reasonable efforts to maintain the confidentiality of the Transferred Intellectual Property and, unless disclosed in writing to Company, has not published or otherwise made all or any portion of the same available to the public.

#### **MISCELLANEOUS.**

**No Waiver.** The waiver by either party of any breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right.

**Governing Law, Jurisdiction, Venue.** This Agreement shall be governed by and construed in accordance with the laws of Barbados. The parties hereto consent to the jurisdiction of the Barbados courts and the Parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

**Entire Agreement.** This Agreement (including any exhibits or schedules attached hereto which are incorporated herein by this reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

**Construction.** Whenever possible, each provision of this Agreement shall be interpreted so that it is valid under the applicable law. If any provision of this Agreement is to any extent declared invalid by a court of competent jurisdiction under the applicable law, that provision shall remain effective to the extent not declared invalid. The remainder of this Agreement also shall continue to be valid, and the entire Agreement shall continue to be valid in other jurisdictions.

**Attorneys' Fees.** If any party brings any suit, action, counterclaim, or arbitration to enforce or interpret the provisions of this Agreement, then the prevailing party therein



shall be entitled to recover a reasonable allowance for attorneys' fees and litigation expenses in addition to court costs. The term "prevailing party" as used in this Section includes, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the obligation allegedly breached, or who obtains substantially the relief it seeks.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the Effective Date by their respective undersigned authorized representatives, if appropriate.

<b>NHS GLOBAL DISTRIBUTORS, INC.</b> Signature: <i>Carolina Sclar</i> Name: Carolina Sclar Title: President Date: April 1, 2021	<b>NHS GLOBAL CORP.</b> Signature: <i>Eric Sclar</i> Name: Eric Sclar Title: Managing Director Date: April 1, 2021
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#### SCHEDULE A

#### BUSINESS

The development and commercialization, marketing, manufacturing, sale, distribution, integration and any other exploitation of an online retail business, including without limitation technologies, products, services and systems related to the same.

#### Trademark list

Prostate Miracle®:	Reg# 2929838
Prostate Miracle Advanced Formula®:	Reg# 5263741
Sea of Greens®:	Reg# 4791432
vK2®:	Reg# 5765773

#### Formula list

Prostate Miracle Advanced Formula®  
Sea of Greens®  
vK2®  
Diabetics Daily Care  
Pectin Plus  
Cholesterol Metabolizer  
Dmax  
Coral Calcium Marine Plus  
Estrogen Balance  
Prostata Vital

Exhibit 1

PROMISSORY NOTE

Principal Amount: \$ 38,000

April 1, 2021

For value received, NHS Global Distributors, Inc., a California corporation ("*Obligor*"), hereby promises to pay to the order of NHS Global Corp., a Barbados company, including its successors and assigns ("*Holder*s"), the principal sum of \$38,000 (the "*Loan Amount*"), payable in full on the date 5 years following the Effective Date. The Obligor also promises to pay to the order of the Holders interest on the Loan Amount outstanding from the date hereof at the applicable minimum federal rate in effect on April 1, 2021 under section 1274(d) of the Internal Revenue Code of 1954, as amended, per annum simple interest.

This Note shall be subject to the following additional terms and conditions.

The Obligor shall have the right at any time to prepay the Loan Amount hereof in whole or in part, without premium or penalty, provided that interest on the Loan Amount hereof to be so prepaid accrued to the date of such prepayment shall be paid concurrently therewith.

All payments of interest and Principal shall be in lawful money of the United States of America and shall be made not later than five (5) business days after the date a proper demand is made hereunder.

Upon payment in full of all Principal and interest payable hereunder, this Promissory Note shall be surrendered to Obligor for cancellation. The Loan Amount may be adjusted retrospectively or prospectively by mutual agreement of the Parties to the extent the Parties determine that an adjustment is necessary to comply with the arm's length standard under § 482 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

The parties have the right to offset. Any offset in payment shall not be deemed a waiver or an accord and satisfaction of any claim, and the each party reserves all rights to pursue further reimbursement from the other party for all damages incurred.

All payments of Loan Amount of this Note and interest thereon shall be made at such place as the Holders may from time to time designate.



Any payment shall be deemed made upon receipt by Payee.

Obligor waives presentment, notice of nonperformance, protest, notice of protest, and notice of dishonor.

The Holders of this note may sell, transfer, convey or encumber this Note.

In the event that one or more of the provisions of this Note shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Note and the rights and obligations of the Obligor and the Holders shall be governed by and construed in accordance with the laws of Barbados.

The Obligor hereby irrevocably consents to the exclusive jurisdiction of any court located within Barbados, and consents that all service of process and notices be sent by nationally recognized overnight courier service directed to the Obligor at the Obligor's address, which is set forth on the signature page attached hereto. All notices and service so made will be deemed to be completed on the business day after deposit with such courier; provided that nothing contained in this Note will prevent the Holders from bringing any action, enforcing any award or judgment or exercising any rights against the Obligor individually, against any security or against any property of the Obligor within any other county, state or nation.

Obligor: NHS Global Distributors, Inc.

By:

