

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deep Longevity, Inc.		08/03/2023	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Juvenescence (Europe) Limited		
Street Address:	88 HARCOURT STREET		
City:	DUBLIN 2		
State/Country:	IRELAND		
Postal Code:	D02 DK18		
Entity Type:	Company: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97564281	JUVAGE	
CORRESPONDENCE DATA			
Fax Number:	2123101659		
<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:	2126264557		
Email:	nyctrademarks@bakermckenzie.com		
Correspondent Name:	Lisa W. Rosaya		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	10139856/51130305		
DOMESTIC REPRESENTATIVE			
Name:	Lisa W. Rosaya		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Lisa W. Rosaya		
SIGNATURE:	/LWR/		

CH \$40.00 97564281

DATE SIGNED:	08/04/2023
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Total Attachments: 3

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source=2023 08 02 TM Assignment JuvAge (EU and US) Deep Longevity Inc. to Juv EU#page2.tif

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TRADE MARK ASSIGNMENT

This Assignment is dated 03 August 2023 ("**Effective Date**")

Between

DEEP LONGEVITY, INC, a company incorporated under the laws of the Cayman Islands, with registered number WC-352639 ("**Assignor**"), whose registered office is at P. O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands; and

JUVENESCENCE (EUROPE) LIMITED, a company incorporated under the laws of Ireland, with registered number 675938 ("**Assignee**"), whose registered office is at 88 HARCOURT STREET, DUBLIN 2, D02 DK18, IRELAND.

Recitals

- A. The Assignor is the proprietor of the following Trade Marks:
- (a) EUTM Reg. No. 018752184 JuvAge in Class 42; and
 - (b) US App. No. 97564281 JuvAge in Class 42
- B. The Assignor has agreed to assign the Trade Marks to the Assignee in accordance with the terms of this Agreement.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, the following words and expressions have the following meanings:

"**Effective Date**" means the date on which the last of the parties executes this Agreement;

"**Trade Marks**" means EUTM Reg. No. 018752184 JuvAge in Class 42 and US App. No. 97564281 JuvAge in Class 42.

1.2 Interpretation

In this Agreement (except where the context otherwise requires):

- (a) clause headings are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Agreement and any reference to a paragraph is to the relevant paragraph in which it appears; and
- (c) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. Assignment

- 2.1 In consideration of the sum of US\$4,830 exclusive of any applicable taxes, paid by the

Assignee to the Assignor in respect of the assignment of trademarks (i) UK TM Reg No. 3823293 JuvAge in Class 42 at the Assignment Deed dated 17 May 2023, (ii) EUTM Reg. No. 018752184 JuvAge in Class 42 and (iii) US App. No. 97564281 JuvAge in Class 42, and the provisions and mutual covenants contained in this Agreement (the receipt and sufficiency of which is hereby acknowledged by the Assignee) the Assignor hereby assigns to the Assignee, as successor to the business or portion of the business of Assignor to which the Trade Marks pertain, which business is ongoing and existing, and with effect from the Effective Date all of its right, title and interest in and to the Trade Marks and any common law rights and all the goodwill attaching to the Trade Marks, together with the right to sue in respect of every act of infringement of the Trade Marks whether occurring before or after the Effective Date.

- 2.2 The Assignee shall be responsible for the payment of value added tax ("**VAT**") on the assignment, subject to production of a valid VAT invoice by the Assignor.

3. Further Assurance

- 3.1 The Assignor agrees at the request of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement and to assist in the resolution of any queries from the Assignee concerning the Trade Marks and to assist in relation to any proceedings which may be brought by or against the Assignee with respect to the Trade Marks.

4. Entire Agreement

- 4.1 This Agreement constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter.
- 4.2 Each party acknowledges and agrees that no representations were made which are not set out in this Agreement but that, if any were made, it has not relied on, or been induced to enter into this Agreement by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Agreement or otherwise.
- 4.3 Nothing in this clause 4 shall operate to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation.

5. Governing Law

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, English law and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

6. General

- 6.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.
- 6.2 Each party shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this Agreement and any document referred to in it.
- 6.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and

no person who is not a party to this Agreement may enforce any provision of it.

The parties hereto have executed this Assignment on the date first written above and takes effect on the date stated at the beginning of it.

SIGNED by Jamie Gibson
for and on behalf of **DEEP
LONGEVITY, INC:**

DocuSigned by:
Jamie Gibson
Signature:
2DA10273B5F748C...
Name: Jamie Gibson
Position: Director
Date: 03 August 2023

SIGNED by Susan Bergin and David Gill
for and on behalf of **JUVENESCENCE
(EUROPE) LIMITED:**

DocuSigned by:
Susan Bergin
Signature:
DB15A8232AFA484...
Name: Susan Bergin
Position: Director
Date: 03 August 2023

DocuSigned by:
David Gill
Signature:
126CD91E0A0942B...
Name: David Gill
Position: Director
Date: 03 August 2023