

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DS Healthcare Group, Inc.		05/23/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Meditago Holdings LLC		
Street Address:	1850 Nw 84th Avenue		
Internal Address:	Suite 300		
City:	Dooral		
State/Country:	FLORIDA		
Postal Code:	33126		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5852049	VITEROL	
Registration Number:	6065630	HAIR LOSS IS OPTIONAL	
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:	2125003288		
Email:	miguel@munoz-lopez.com		
Correspondent Name:	Angel Miguel Munoz, Esq.		
Address Line 1:	305 Broadway		
Address Line 2:	Suite 704		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	Angel Miguel Munoz, Esq.		
SIGNATURE:	/AMM/		
DATE SIGNED:	08/14/2023		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of May 23, 2023 ("Effective Date") by and between Ds Healthcare Group, Inc., a Florida Corporation (the "Assignor") and Meditago Holdings LLC, a Delaware Limited Liability Company (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor is the owner of the trademarks VITEROL identified by U.S. Registration Number 5'852,049 and HAIR LOSS IS OPTIONAL identified in U.S. Registration Number 6'065,630 in the United States Patent and Trademark Office (the "Mark"), as described in Exhibit A hereto;

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all right, title, and interest in and to the Marks; and

WHEREAS, the Assignee desires to purchase or acquire all the Assignor's right, title, and interest in and to the Marks;

WHEREAS, each Party is duly authorized and capable of entering into this Assignment; and,

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF MARK.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- a. the Mark VITEROL identified by U.S. Registration Number 5'852,049 in the United States Patent and Trademark Office;
- b. the Mark HAIR LOSS IS OPTIONAL identified by U.S. Registration Number 6'065,630 in the United States Patent and Trademark Office;
- c. the registrations and applications for registrations derived from such Marks;
- d. the goodwill of the business connected with and symbolized by the Marks.

2. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Marks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Mark or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Marks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Marks purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

3. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment;
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. DOCUMENTATION.

The Assignor will, as soon as it is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Marks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, by request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Marks, reasonably necessary to record the assignment in the United States and throughout the world;
- (b) generally, do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and
- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a trademark on any of the Marks and/or on any continuing, divisional, or reissue applications thereof.

5. NO FURTHER USE OF MARK.

After the Effective Date, the Assignor agrees to make no further use of the Marks or any Mark confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Marks.

6. INDEMNIFICATION.

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that any of the Marks or their use, assignment, sale, or reproduction infringes or misappropriates any trademark, trade secret, or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;
- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Marks by the Assignor; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

7. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

8. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

9. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Ds Healthcare Group, Inc.
1395 Brickell Avenue Suite 800
Miami, Florida 33131
United States of America

If to the Assignee:

Meditago Holdings LLC
1850 Nw 84th Avenue, Suite 300
Dooral, Florida 33126
United States of America

10. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of New York.

11. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

12. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

13. ENTIRE ASSIGNMENT.

This Assignment, together with Exhibit A, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

14. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

15. LANGUAGE.

This Agreement may be executed in more than one language. In the event of any inconsistency between the provisions of the English version of this Agreement and the provisions of any other version, the English version shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

Ds Healthcare Group, Inc.

By: 

Name: Erick Hernandez Aguirre

ASSIGNEE

Meditago Holdings LLC

By: 

Name: Adrián Martínez Gutiérrez

EXHIBIT A

United States of America
United States Patent and Trademark Office

VITEROL

Reg. No. 5,852,049

Registered Sep. 03, 2019

Int. Cl.: 3

Trademark

Principal Register

DS HEALTHCARE GROUP, INC. (FLORIDA CORPORATION)
19800 Biscayne Blvd, Suite 440
Miami, FLORIDA 33131

CLASS 3: ANTI-AGING SKIN CARE, NAMELY, SKIN MASKS, EYE CREAM AND SKIN MOISTURIZERS

FIRST USE 4-1-2019; IN COMMERCE 4-1-2019

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-370,640, FILED 03-14-2017



Andres Ibarra
Director of the United States
Patent and Trademark Office

United States of America
United States Patent and Trademark Office

HAIR LOSS IS OPTIONAL

Reg. No. 6,065,630

Registered May 26, 2020

Int. Cl.: 5

Trademark

Principal Register

DS Healthcare Group, Inc. (FLORIDA CORPORATION)
1601 Green Road, Unit C
Pompano Beach, FLORIDA 33064

CLASS 5: Hair growth stimulants; Medicated hair care preparations

FIRST USE 3-25-2020; IN COMMERCE 3-25-2020

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 88-421,679, FILED 05-08-2019



Andrei Iancu

Director of the United States
Patent and Trademark Office

