

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medelita, LLC		09/28/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Medelita Buyer, LLC		
Street Address:	9800 De Soto Avenue		
City:	Chastworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3531664	ELEVATE YOUR APPEARANCE	
Registration Number:	5287643	M	
Registration Number:	5325078	MED ELI TA .	
Registration Number:	3749398	MEDELITA	
Registration Number:	4836339	MEDELITA	
CORRESPONDENCE DATA			
Fax Number:	9733251501		
<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:	9735302178		
Email:	trademarks@csglaw.com		
Correspondent Name:	Neha Bhalani		
Address Line 1:	105 Eisenhower Parkway		
Address Line 2:	Chiesa Shahinian & Giantomasi PC		
Address Line 4:	Roseland, NEW JERSEY 07068		
NAME OF SUBMITTER:	Neha Bhalani		
SIGNATURE:	/Neha Bhalani/		
DATE SIGNED:	10/05/2023		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment") is made effective as of September 28, 2020 ("Effective Date") by and between Medelita, LLC ("Assignor") a California limited liability company, on the one hand, in favor of Medelita Buyer, LLC, a California limited liability company with an address of 9800 De Soto Avenue, Chatsworth, CA 91311 ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of the trademark applications, trademark registrations, and unregistered trademarks set forth on Schedule A and all common law and other rights, worldwide, in and to the foregoing (such rights, collectively, the "Trademarks").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, together with each Person identified as a Key Owner therein, and Assignee (the "Purchase Agreement"), Assignor has agreed to assign to Assignee all of its rights, title and interest in and to the Trademarks; and

WHEREAS, subject to the terms and conditions of this Assignment, Assignor desires to assign to Assignee, and Assignee desires to receive, all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks, including without limitation the goodwill of the business connected with the use thereof and which is symbolized thereby, together with (a) all registrations, applications, renewals and extensions thereof, (b) all rights to sue for past, present, and future infringement, violation, or dilution of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (c) all rights corresponding to any of the foregoing throughout the world, and (d) the right to assign the rights conveyed herein, in the case of all of the foregoing, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this Assignment not been made.
2. Assignor hereby requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
4. Assignor shall take all reasonable further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance

(including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), as reasonably requested by Assignee to more fully and effectively evidence or effectuate the purposes of this Assignment, including, without limitation, executing any forms of assignment substantially similar hereto as necessary for filing in any jurisdiction outside of the United States.

5. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. Nothing herein shall limit or modify in any way the transactions contemplated by, or the other matters addressed in, the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

MEDELITA, LLC

By: 

Name: Joseph Francisco

Title: Manager

MEDELITA BUYER, LLC

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

MEDELITA, LLC

By: _____

Name: _____

Title: _____

MEDELITA BUYER, LLC




By:  _____

Name: Robert Pierpoint

Title: Chief Financial Officer

Schedule A
Trademarks

Registered Trademarks

Trademark	Jurisdiction	Registration Number/Date
ELEVATE YOUR APPEARANCE	United States	3531664 11-Nov-2008
	United States	5287643 12-Sep-2017
	United States	5325078 31-Oct-2017
MEDELITA	United States	3749398 16-Feb-2010
	United States	4836339 20-Oct-2015