

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conant Capital, LLC		01/04/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SMAC Healthcare, LLC		
Street Address:	78 SW 7 St, Suite 700		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33130		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6673263	AZUL SKIN HEALTH	
Registration Number:	6437726	AZUL BLUE DIAMOND	
Registration Number:	3066435	AZUL	
CORRESPONDENCE DATA			
Fax Number:	9546283939		
<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:	9546283939		
Email:	shaun@avid.law		
Correspondent Name:	Shaun H. Malvin		
Address Line 1:	848 Brickell Ave Ste 1220		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Shaun H. Malvin		
SIGNATURE:	/s/ Shaun H. Malvin		
DATE SIGNED:	01/08/2024		
Total Attachments: 3			
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OP \$90.00 6673263

TRADEMARK ASSIGNMENT

This assignment agreement (“**Assignment**”) by and between Conant Capital, LLC, a Delaware limited liability company (“**Assignor**”), and SMAC Healthcare, LLC, a Delaware limited liability company (“**Assignee**”), is made as of January 4, 2024.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby transfers, conveys, assigns and delivers to Assignee, free and clear of all liens or encumbrances of any kind, all right, title and interest it may have in and to the trademarks, service marks, applications, and registrations listed on Schedule A (collectively, the “**Assigned Marks**”) along with the goodwill of the business connected with the use of, and symbolized by, the identified marks; all rights of priority therein in any country as may now or hereafter be granted by law, treaty or international convention; and all rights, interests, claims and demands recoverable in law, equity or otherwise, that Assignor has or may have in profits and damages for past, present, and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.


Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other lawful actions as shall be necessary, or otherwise reasonably requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment, and render effective the consummation of the transactions contemplated hereby, and otherwise to carry out the intent and purposes of this Assignment.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and any official of any foreign country whose duty it is to issue registrations on the Assigned Marks, to issue all such registrations to Assignee, its successors and assigns. Assignor hereby appoints Assignee as its attorney in fact to execute and deliver such instruments as Assignee may deem appropriate to vest complete title in and to the Assigned Marks in Assignee. This appointment shall be deemed to be a power coupled with an interest, and as such, is irrevocable.

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ASSIGNOR


Conant Capital, LLC,
a Delaware limited liability company

By: 
Faraz Karbasi (Jan 5, 2024 08:42 GMT-3)

Faraz Karbasi
Its Co-Chief Executive Officer

ASSIGNEE

SMAC Healthcare, LLC,
a Delaware limited liability company

By: 
Faraz Karbasi (Jan 5, 2024 08:42 GMT-3)

Faraz Karbasi
Its Co-Chief Executive Officer

SCHEDULE A

- Mark: AZUL SKIN HEALTH
- U.S. Trademark Registration No. 6673263

- Mark: AZUL BLUE DIAMOND
- U.S. Trademark Registration No. 6437726

- Mark: AZUL
- U.S. Trademark Registration No. 3066435