

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI100953

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900840153

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alexso, Inc.		07/28/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Company Name:	S.A.A.A Investments, LLC.
Street Address:	2317 Cotner Ave
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90064-1803
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86119307	ALEXSO INC
Serial Number:	86681088	ALEXSO INC.
Serial Number:	86119373	SOMNICIN
Serial Number:	86219061	MORCIN
Serial Number:	86425020	LIMENCIN PATCH
Serial Number:	86119335	TEROCIN
Serial Number:	86119273	GENICIN
Serial Number:	98099179	ABOTIC
Serial Number:	86119347	LAXACIN

CORRESPONDENCE DATA

Fax Number: 8885021669

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.

Phone: 3102828086

Email: htf@htflawfirm.com

Correspondent Name: Hootan T Farahmand

Address Line 1: 2317 Cotner Ave

Address Line 4: Los Angeles, CALIFORNIA 90064-1803

NAME OF SUBMITTER:	Hootan Farahmand
SIGNATURE:	Hootan Farahmand
DATE SIGNED:	03/19/2024
Total Attachments: 10 source=Intellectual Property Sale Agreement#page1.tif source=Intellectual Property Sale Agreement#page2.tif source=Recordation Form Cover Sheet#page1.tif source=Intellectual Property Sale Agreement#page3.tif source=Intellectual Property Sale Agreement#page4.tif source=Assignment of Trademark#page1.tif source=Intellectual Property Sale Agreement#page5.tif source=Assignment of Trademark#page2.tif source=Intellectual Property Sale Agreement#page6.tif source=Assignment of Trademark#page3.tif	

INTELLECTUAL PROPERTY SALE AGREEMENT

This Intellectual Property Sale Agreement (the "Agreement") is made and effective July 28th, 2020

BETWEEN: **S.A.A.A Investments, LLC.** (the "Buyer"), a Limited Liability Company organized and existing under the laws of the California with its head office located at:
2317 Cotner Ave
Los Angeles, Ca 90064

AND: **Alexso, Inc.** (the "Seller"), a Corporation organized and existing under the laws of the California with its mailing address located at:
2317 Cotner Ave
Los Angeles, Ca 90064

WHEREAS, Seller is the owner of certain Intellectual Property identified in detail in Schedule A and Schedule B attached to this Agreement; and

WHEREAS, Buyer, wishes to irrevocably acquire the entire rights, title, and interest in the identified Intellectual Property and exploit such property.

NOW, the parties intent to be legally bound and agree as follows:

1. DEFINITIONS

"Technology" means any technology owned by Seller and sold to the Buyer, related to providing IVR functionality on a mobile phone or IP endpoint including, without limitation, all Intellectual property Rights and Technical Information.

"Intellectual Property Rights" means all Patents, Trade Marks, Copyrights, System Designs, and other intellectual property rights whether registered or not, owned by Seller and sold to the Buyer, relating to the Intellectual Property described in Schedule A.

"Documents" includes all information fixed in any tangible medium of expression in whatever form or format, and copies thereof.

"Technical Information" means all know-how and related technical knowledge of the Seller, relating to the Intellectual Property described in Schedule A including, without limitation:

- (a) All trade secrets and other proprietary know-how, public information, non-proprietary know-how and invention disclosures;
- (b) Any information of a technical or business nature regardless of its form;
- (c) All documented research, developmental, demonstration or engineering work;
- (d) All information that can be or is used to define a design or process or procedure, produce, support or operate material and equipment;
- (e) All other drawings, blueprints, patterns, plans, flow charts, equipment, parts lists, software and procedures, specifications, formulas, designs, technical data, descriptions, related instructions, manuals, records and procedures.

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2. SALE AND ASSIGNMENT OF INTELLECTUAL PROPERTY

Seller hereby irrevocably sells and transfers to Buyer all rights, title, and interest (including but not limited to, all registration rights, all rights to prepare derivative works, all goodwill and all other rights), in and to the Intellectual Property.

3. CONSIDERATION

In consideration for the sale of rights and assignment set forth in Article 2, Buyer shall pay Seller the sum of \$1,000.00 payable no later than 20 days after this Agreement becomes effective, which means the full amount must be received by Seller before August, 2020. \$1,000.00 Funds have previously been received by Alexso, Inc.. Once transferred starting in the year 2024 seller (Alexso, Inc.) shall pay buyer (SAAA) a royalty of 15% of seller's gross sales. This may be adjusted for market conditions and whatever the two parties agree on as well moving forward.

4. REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer:

- (a) Seller has the right, power and authority to enter into this Agreement;
- (b) Seller is the exclusive owners of all right, title and interest in the Technology free of any security interest, charge or encumbrance;
- (c) Seller warrants that all documents, computer records, disks and other materials of any nature of kind containing the Technology or any portion thereof have been turned over to Buyer, and that Seller will not retain the Technology, or any portion thereof, in any form whatsoever after the closing of the within transaction except as specifically permitted hereunder;
- (d) The Intellectual Property does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Seller's rights in the Intellectual Property;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms;
- (g) Seller is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. ATTORNEY'S FEES

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

6. ENTIRE AGREEMENT

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

7. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

8. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

9. NO WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Alexso, Inc.

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 28 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: S.A.A Investments, LLC.

Street Address: 2317 Cotner Ave

City: Los Angeles

State: California

Country: United States Zip: 90064

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship California
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: S.A.A Investments, LLC.

Internal Address: _____

Street Address: 2317 Cotner Ave

City: Los Angeles

State: California Zip: 90064

Phone Number: _____

Docket Number: _____

Email Address: info@chasemanagers.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240

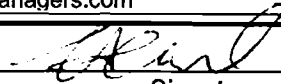
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

3/19/24

Date

Heaton Troy Forehand

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

10. AGREEMENT TO PERFORM NECESSARY ACTS

Buyer agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

12. HEADINGS

The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

13. SURVIVAL

Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive for 50 years after the date of this Agreement.

14. AMBIGUITIES

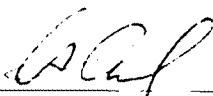
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

15. GOVERNING LAW

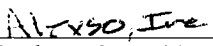
This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the California, USA.

IN WITNESS WHEREOF, the parties have executed this Agreement on July 28th, 2020, in Los Angeles, California with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

SELLER

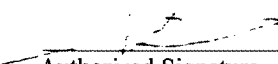
 7-30-20

Authorized Signature

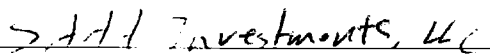


H. Troy Farahmand, President

BUYER

 7-30-20

Authorized Signature



Sheri Kashani, Manager

THE PRODUCTS

As described in the attached patent filing.

N/A



State of California

Secretary of State

Assignment of Trademark or Service Mark

(Business and Professions Code section 14220(a))

IMPORTANT – Read instructions before completing this form.

ASSIGNMENT APPLICATION FOR (Check One):		TRADEMARK <input checked="" type="checkbox"/>	SERVICE MARK <input type="checkbox"/>
1. NAME OF ASSIGNOR (Owner of mark as registered in the Secretary of State's office) Alexso, Inc.			
2. NAME OF ASSIGNEE (Person to whom ownership of mark is transferred) S.A.A Investments, LLC.			
3. BUSINESS ADDRESS OF ASSIGNEE 2317 Cotner Ave			
CITY Los Angeles	STATE California	ZIP CODE 90064	
4. BUSINESS STRUCTURE OF ASSIGNEE (Check One and Complete)			
<input type="checkbox"/> CORPORATION (State of Incorporation) _____		<input type="checkbox"/> SOLE PROPRIETOR	
<input type="checkbox"/> LIMITED LIABILITY COMPANY (State of Organization) _____		<input type="checkbox"/> SPOUSES, AS COMMUNITY PROPERTY	
<input checked="" type="checkbox"/> LIMITED PARTNERSHIP (State of Organization) California		<input type="checkbox"/> DOMESTIC PARTNERS, AS COMMUNITY PROPERTY	
<input type="checkbox"/> GENERAL PARTNERSHIP (State of Organization) _____		<input type="checkbox"/> OTHER (Describe) _____	
5. NAMES OF GENERAL PARTNERS, IF ASSIGNEE IS A PARTNERSHIP			
6. NAME AND/OR DESCRIPTION OF TRADEMARK OR SERVICE MARK Alexso Inc.			
7. TRADEMARK REGISTRATION NUMBER 4651634		8. DATE OF REGISTRATION 12-9-2014	
6. NAME AND/OR DESCRIPTION OF TRADEMARK OR SERVICE MARK Genicin			
7. TRADEMARK REGISTRATION NUMBER 4555931		8. DATE OF REGISTRATION 6-24-2014	
6. NAME AND/OR DESCRIPTION OF TRADEMARK OR SERVICE MARK Laxacin			
7. TRADEMARK REGISTRATION NUMBER 4555933		8. DATE OF REGISTRATION 6-24-2014	
6. NAME AND/OR DESCRIPTION OF TRADEMARK OR SERVICE MARK Morcin			

TRADEMARK

REEL: 008373 FRAME: 0302

SCHEDULE B
TRADEMARKS AND COPYRIGHTS

ALEXSO INC

IC 035: Wholesale ordering services in the field of pharmaceuticals.

Class035 – Serial 86119307

ALEXSO INC.

IC 005: Pharmaceutical preparations for the treatment and temporary...

Class005 – Serial 86681088

SOMNICIN

IC 005: Chemical preparations for pharmaceutical or medical purposes,...

Class005 – Serial 86119373

MORCIN

IC 005: Analgesic and muscle relaxant pharmaceutical preparations;..

Class005 – Serial 86219061

LIMENCIN PATCH

IC 005: Anaesthetics; Analgesic and muscle relaxant pharmaceutical...

Class005 – Serial 86425020

TEROCIN

IC 005: Analgesic and muscle relaxant pharmaceutical preparations;...

Class005 – Serial 86119335

GENICIN

IC 005: Drug delivery agents in the form of capsules that provide...

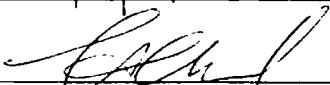
Class005 – Serial 86119273

LAXACIN

IC 005: Digestives for pharmaceutical purposes; Laxatives;..

Class005 – Serial 86119347

Copyright – VA 1-914-582 Effective June 19, 2014

7. TRADEMARK REGISTRATION NUMBER 4617468		8. DATE OF REGISTRATION 10-7-2014	
6. NAME AND/OR DESCRIPTION OF TRADEMARK OR SERVICE MARK Somnicin			
7. TRADEMARK REGISTRATION NUMBER 4555936		8. DATE OF REGISTRATION 06-24-2014	
6. NAME AND/OR DESCRIPTION OF TRADEMARK OR SERVICE MARK Terocin			
7. TRADEMARK REGISTRATION NUMBER 4619914		8. DATE OF REGISTRATION 10-14-2014	
6. NAME AND/OR DESCRIPTION OF TRADEMARK OR SERVICE MARK TeroDerm			
7. TRADEMARK REGISTRATION NUMBER 4962282		8. DATE OF REGISTRATION 05-24-2016	
6. NAME AND/OR DESCRIPTION OF TRADEMARK OR SERVICE MARK Alexso Inc.			
7. TRADEMARK REGISTRATION NUMBER 5461609		8. DATE OF REGISTRATION 05-08-2018	
6. NAME AND/OR DESCRIPTION OF TRADEMARK OR SERVICE MARK Abotic			
7. TRADEMARK REGISTRATION NUMBER 98099179		8. DATE OF REGISTRATION	
9. Assignor hereby assigns to assignee all rights, title and interest in the mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of and symbolized by the mark) and the registration thereof. Please Note: Signature must be acknowledged by a Notary Public.			
DATE 3/19/21			
SIGNATURE OF ASSIGNOR-OWNER OF MARK 		TYPE OR PRINT NAME AND TITLE Houston Troy Furehman, President	

Amended August 2023

SCHEDULE B
TRADEMARKS AND COPYRIGHTS

ALEXSO INC

IC 035: Wholesale ordering services in the field of pharmaceuticals.
Class035 – Serial 86119307

ALEXSO INC.

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Class005 – Serial 86681088

SOMNICIN

IC 005: Chemical preparations for pharmaceutical or medical purposes,...
Class005 – Serial 86119373

MORCIN

IC 005: Analgesic and muscle relaxant pharmaceutical preparations;...
Class005 – Serial 86219061

LIMENCIN PATCH

IC 005: Anaesthetics; Analgesic and muscle relaxant pharmaceutical...
Class005 – Serial 86425020

TEROCIN

IC 005: Analgesic and muscle relaxant pharmaceutical preparations;...
Class005 – Serial 86119335

GENICIN

IC 005: Drug delivery agents in the form of capsules that provide...
Class005 – Serial 86119273

LAXACIN

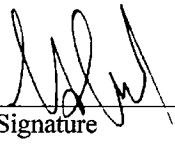
IC 005: Digestives for pharmaceutical purposes; Laxatives;...
Class005 – Serial 86119347

Copyright – VA 1-914-582 Effective June 19, 2014

ABOTIC

IC 005: Ear drops; Medicated Ear Drops.
Class005 – Serial 98099179

SELLER

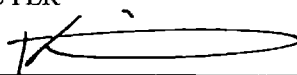


Authorized Signature

Alexso Inc.

H. Troy Farahmand, President

BUYER



Authorized Signature

SAAA Investments LLC

Sheri Kashani, Manager

10. RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME Alexso Inc
 ADDRESS 2317 Cotner Ave
 CITY/STATE/ZIP Los Angeles, CA 90064

THIS SPACE FOR FILING OFFICER USE
 TRADEMARK OR SERVICE MARK

REG. NO. _____
 ASSIGN. NO. _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Los Angeles

On 3/19/2024 before me, Santiago M. Collantes Vaca, Notary Public,
 (insert name and title of the officer)

personally appeared Hector T. Fernandez
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



**Instructions for Completing
 Assignment of Trademark or Service Mark**

Type or print in blue or black ink. Mail the assignment with original signatures and filing fee of \$30.00 to the Secretary of State, Trademark Unit, P.O. Box 942870, Sacramento, CA 94277-2870.

Indicate at the top of the application which type of registration is being assigned.

TRADEMARK