

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI112669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLYGIENE	FORMERLY flygiene	03/20/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Company Name:	GAUGAMELA VENTURES		
Street Address:	25511 Budde Rd		
Internal Address:	Suite 1502		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6945455	FLYGIENE	
Registration Number:	6945463	FLYGIENE	
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:	9793342479		
Email:	rperezcuellar@gmail.com		
Correspondent Name:	Mr. Rafael Perez Cuellar		
Address Line 1:	67 caprice bend pl		
Address Line 4:	Tomball, TEXAS 77375		
NAME OF SUBMITTER:	Rafael Perez Cuellar Martinez		
SIGNATURE:	Rafael Perez Cuellar Martinez		
DATE SIGNED:	03/21/2024		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARK

Whereas FLYGIENE LLC, a Florida limited Liability Company. The "Assignor",
Of 2655 S LE JEUNE RD STE 716 CORAL GABLES, FL 33134 . Its Document
Number is L20000097496, and FEI/EIN No. is 85-0704353.

Owens trademark FLYGIENE reg.# 6945463 Registration Date Jan. 10, 2023,
In favor of

Whereas GAUGAMELA VENTURES, LLC the "Assignee"
of 25511 Budde Rd, suite 1502 The Woodlands, TX 77380

WHEREAS, Assignor owns all of the rights, title, and interest in and to the
Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement,
has agreed to execute and deliver this Assignment, for recording with the United
States Patent and Trademark Office and corresponding entities or agencies in
any applicable jurisdiction (collectively, the "Agencies").

NOW, THEREFORE, for good and valuable consideration, the receipt and
sufficiency of which
are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to
Assignee, and

Assignee hereby accepts from Assignor and Assignor, all of Assignor's and
Assignor's rights, title, and interest in and to the following:

a.all trademark registrations and trademark applications, including,
without limitation, those set forth on Schedule 1, attached hereto, and all
issuances, extensions, and renewals thereof (collectively, the "Trademark Assets"),
together with the goodwill of the business connected with the use of, and
symbolized by the Trademark Assets;

b.all rights of any kind whatsoever of Assignor accruing under any of the
foregoing provided by applicable law of any jurisdiction, by international treaties
and conventions, and otherwise throughout the World;

c.any and all royalties, fees, income, payments, and other proceeds now or
hereafter due or payable with respect to any and all of the foregoing; and

d.any and all claims and causes of action with respect to any of the
foregoing, whether accruing before, on, or after the Effective Date, including all
rights to and claims for damages, restitution, and injunctive and other legal and
equitable relief for past, present and future infringement, dilution,
misappropriation, violation, misuse, breach or default, with the right but no
obligation to sue for such legal and equitable relief and to collect, or otherwise
recover any such damages.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this

Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark Assets. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action

(whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without giving effect to any choice or conflict of law provision or rule.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:
FLYGIENE LLC,
a Florida Limited Liability Company



By: Nicholas Galekovic, Owner Date 03/20/2024



ASSIGNEE:
GAUGAMELA VENTURES LLC
a Texas Limited Liability Company

By: RAFAEL PEREZ CUELLAR, Manager Date _____

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c.any and all royalties, fees, income, payments, and other proceeds now or
hereafter due or payable with respect to any and all of the foregoing; and

d.any and all claims and causes of action with respect to any of the
foregoing, whether accruing before, on, or after the Effective Date, including all
rights to and claims for damages, restitution, and injunctive and other legal and
equitable relief for past, present and future infringement, dilution,
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obligation to sue for such legal and equitable relief and to collect, or otherwise
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By: RAFAEL PEREZ CUELLAR, Manager Date _____