

900380387 10/04/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM400904

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier HealthSource, Inc.		06/03/2015	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	HydroPeptide, LLC		
Street Address:	295 NE Gilman Blvd.		
City:	Issaquah		
State/Country:	WASHINGTON		
Postal Code:	98027		
Entity Type:	Limited Liability Company: UNITED STATES Delaware		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3430102	HYDROPEPTIDE	
CORRESPONDENCE DATA			
Fax Number:	2067822000		
<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:	2067822000		
Email:	erin@karpbusinesslaw.com		
Correspondent Name:	Erin M Karp		
Address Line 1:	2208 NW Market St. Ste. 318		
Address Line 4:	Seattle, WASHINGTON 98107		
NAME OF SUBMITTER:	Erin M. Karp		
SIGNATURE:	/Erin M. Karp/		
DATE SIGNED:	10/04/2016		
Total Attachments: 3			
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EMK
10/13/16

OP: \$40.00: 3430102

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of the 3rd day of June, 2015.

B E T W E E N:

HydroPeptide, LLC, a Delaware limited liability company (the "Company")

- and -

Premier HealthSource, Inc., a Washington corporation (the "Assignor")

RECITALS

- A. At the time of the formation of the Company, the Assignor was the owner of the registered trademarks and/or service marks and applications to register trademarks and/or service marks related to the Assignor's business set forth on **Exhibit A** (the "Intellectual Property"), which Intellectual Property was sought, developed or acquired in contemplation of being used, either directly or indirectly, by the Assignor in connection with carrying on the business of the Assignor.
- B. The Assignor and the Company are executing a Contribution Agreement, dated of even date herewith, relating to the contribution by the Assignor of substantially all of its assets and liabilities to the Company, including the assignment to and assumption by the Company of all of the Assignor's right, title and interest in and to the Intellectual Property.
- C. The Assignor acknowledges and agrees that the assignment by the Assignor of all of its right, title and interest in the Intellectual Property to the Company, and the assumption by the Company of all of the Assignor's right, title and interest in the Intellectual Property, is material to the business of the Company and that the execution of this Assignment was intended at all material times by the parties to be an integral part of the transactions contemplated by the Contribution Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Assignor hereby agree that:

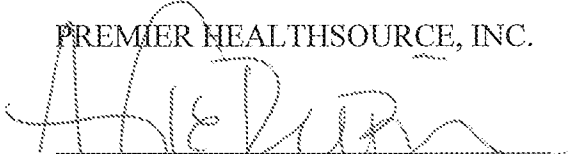
The Assignor hereby sells, grants, assigns and transfers unto the Company, all its right, title and interest, in and to the Intellectual Property created or owned in any form or manner whatsoever by it prior to the date of this Assignment, including all common law rights therein and in any trademarks and service marks listed as part of the Intellectual Property and any applications to register trademarks and service marks listed as part of the Intellectual Property, together with the goodwill of the business symbolized by the trademarks and service marks included within the Intellectual Property, all claims for damages by reason of past infringements of the Intellectual Property with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. The Company hereby accepts the foregoing sale, grant, assignment and transfer.

[Signature page follows.]

IN WITNESS WHEREOF the parties have executed this Assignment as of the date first mentioned above.

ASSIGNOR:

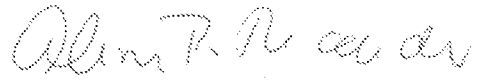
PREMIER HEALTHSOURCE, INC.


Annette Rubin, Chief Operations Officer

State of WA)

County of King) ss:

Before me personally appeared said Annette Rubin and acknowledged the foregoing instrument to be his free act and deed this out day of June, 2015.



(Notary Public)

COMPANY:

HYDROPEPTIDE, LLC


Chris Pachulo, Vice President

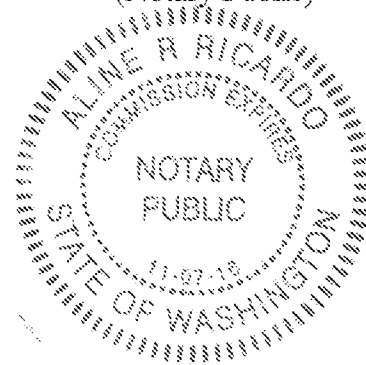


EXHIBIT A
INTELLECTUAL PROPERTY

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATIONS

MARK	CLASS(ES)	SERIAL OR REGISTRATION No.	STATUS	NEXT ACTION	DATE OF NEXT ACTION
HydroPeptide	003	Reg. # 3430102	Registered 5/20/2008; Sect. 8/15 filed 6/9/13	10-year renewal	5/20/17 – 5/19/18
Azure Cosmeceuticals	003	Serial No. 77262171	Abandoned		
April Rain	003	Reg. # 3513988	Registered 10/07/2008;	Sect. 8/15 renewal	10/07/2013- 10/06/2014 *
Rainew	003	Reg. # 3513989	Registered 10/07/2008;	Sect. 8/15 renewal	10/07/2013- 10/06/2014 *

INTERNATIONAL TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATIONS: All for the mark “HydroPeptide”

International – European Community and Turkey **	003	International Reg. #1119602	Registered 02/27/2012	10-year renewal	2/27/2022
Columbia	003	Reg. #501905	Registered 09/15/2014	Renewal	09/15/2024
Japan	003	Reg. #5663750	Registered 4/26/2014	Renewal	4/26/2024
Mexico	003	Reg. #1465847	Registered 03/03/2014	Renewal	03/03/2024
Ukraine	003	Filing #2013 21762	In Process	N/A	N/A
UAE	003	Filing #205342	Registered, certificate pending.	N/A	N/A
Australia	003	Reg. #1587414	Registered 10/24/2013	Renewal	10/23/2023
Saudia Arabia	003	Reg. #1515/85	Registered 09/23/2013	Renewal	12/19/2021
India	003	Filing #2296020	In Process	N/A	N/A
Jordan	003	Filing #TBI	In Process	N/A	N/A
Canada	003	Reg. #TMA847441	Registered 04/03/2013	Renewal	04/03/2028
Brazil	003	Filing #906626064	Published 11/20/2013	N/A	N/A