

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jack Conrey		09/01/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mohamad Kobaissi		
Street Address:	6925 Reseda Blvd.		
City:	Reseda		
State/Country:	CALIFORNIA		
Postal Code:	91335		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Razmig Bodozian		
Street Address:	6925 Reseda Blvd.		
City:	Reseda		
State/Country:	CALIFORNIA		
Postal Code:	91335		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2986684	THE PROFESSIONAL TONGUE CLEANER	
Registration Number:	3202922	SNORECLIPSE	
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:	3105785141		
Email:	tdifloure@gmail.com		
Correspondent Name:	Thomas L. Difloure		
Address Line 1:	13952 Bora Bora Way, #317		
Address Line 4:	Marina Del Rey, CALIFORNIA 90292		
NAME OF SUBMITTER:	Thomas L. Difloure		
SIGNATURE:	/Thomas L. Difloure/		

OP \$65.00 2986684

DATE SIGNED:

11/03/2017

Total Attachments: 10

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AGREEMENT FOR PURCHASE AND FINAL SALE OF BUSINESS

AGREEMENT made this 1st day of September, 2015 by and between JACK CONREY of P.O. Box 696 Capitola, California 95010, hereinafter referred to as the "SELLER" and RAZMIG BODOZIAN and MOHAMAD KOBAISSI of 6925 Reseda Blvd. Reseda, California 91335, hereinafter jointly referred to as "PURCHASER".

WHEREAS, Seller is the owner and operator of a Manufacturing business called PURELINE ORALCARE, INC., hereinafter referred to interchangeably as "the business" and "Pureline Oralcare, Inc.", and located at 804 Estates Drive Unit 106 Aptos, California 95003; and WHEREAS, the Purchaser desires to purchase the assets of the Seller, including the equipment, inventory on hand, furniture, goodwill, and customer list as more fully set forth in the Agreement.

WHEREAS, the Parties are desirous of effectuating a smooth and efficient transfer of the business being sold and acknowledge that their mutual goodwill and cooperation are essential to this end.

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby, agree as follows:

1. SALE OF ASSETS.

A. The Seller agrees to sell and transfer and the Purchaser agrees to buy the following described manufacturing business, owned by Jack Conrey now located at 804 Estates Drive, Unit 106, Aptos, California 95003, including the use of the name "Pureline Oralcare", client list, mailing list, stock in trade, good-will, merchandise, furniture, fixtures, equipment, inventory on hand and Seller's rights under or to all contracts and deposits made by the Seller in connection with such business, free and clear of any and all liabilities, debts, mortgages, security; interests or other liens or encumbrances, except as herein stated, all more specifically set forth in Schedule "A" attached hereto and made a part hereof.

2. PURCHASE PRICE. The purchase price shall be One Hundred Thirty Five Thousand Dollars and 00/100 (\$135,000.00) DOLLARS to be paid as follows: Paid in full upon execution of this Agreement.

3. CLOSING. "Closing" occurs upon signing of this agreement and all attachments thereto by all parties and receipt of payment in full, as set forth in the foregoing, by Seller. The closing shall take place on or about September 1st, 2015 at 804 Estates Drive, Unit 106 Aptos, California 95003, or such other mutually agreeable location.

4. DELIVERIES AT CLOSING.

A. The Purchaser shall pay to the order of the Seller the sum of One Hundred Thirty Five Thousand and 00/100 (\$135,000.00) DOLLARS by certified or bank check.

B. The Seller shall deliver to the Purchaser a Bill of Sale, transferring title to all of the assets of the Seller as per Schedule "A" attached hereto.

C. The Parties agree that there will be no adjustments for rent, taxes, or utilities due or paid on the date of closing.

D. The Purchaser understands and agrees that the Purchaser shall be responsible for arranging for all delivery and/or transportation of physical assets subject to this Agreement and all costs associated therewith will be borne solely by the Purchaser.

E. Purchaser agrees to take title and physical possession of all assets listed in the attached Schedule A within seven (7) days of closing, including but not limited to removal of physical assets from Seller's property and transferring intellectual property, subscriptions and other related accounts into Purchaser's name.

5. TELEPHONE NUMBERS:

A. The Seller hereby transfers and assigns to the Purchaser, as of the date of closing, the

Seller's right to the toll free business telephone number (877-662-9500), provided transfer of such telephone numbers is permissible, as determined by the applicable telephone provider or carrier.

B. The Purchaser will be solely responsible, as of the date of closing, for all costs of the use of said telephone services and the costs of all directory and yellow page listings and/or advertisements in connection therewith and will hold the Seller indemnified, free and harmless from same.

6. REPRESENTATIONS. The Seller warrants and represents the following:

A. The Seller is the owner of and has good and marketable title to all the assets specifically enumerated in the attached schedule of assets (Schedule "A"), free from all debts, security interests, liens, and encumbrances.

B. The Seller has entered into no exclusivity contracts relating to the business.

C. There are no judgments, liens, actions, or proceedings pending or threatened against the Seller anywhere to their knowledge as of the date of signing.

D. There are no violations of any kind pending or threatened against the business and will comply with all notices of violations of law, ordinances, or rules and regulations affecting the business as of the date of closing.

E. The Seller has not used any other business name or physical address within three years of the date of this Agreement.

F. The Seller has not established or participated in any pension or retirement plan or program for the benefit of any present or former employees of the business to be transferred to the Purchaser.

G. The Seller is not insolvent, and will be able to meet business and personal obligations as they become due.

7. TRANSITION. The Seller covenants with the Purchaser as follows:

A. The Seller represents that for a period of thirty (30) days after the closing, Seller will offer limited consultation, subject to Seller's availability, and without financial compensation from the Purchaser, regarding any and all matters pertaining to the business being sold in this Agreement.

B. If the Seller, at Purchaser's request, provides any services for the business, other than instructional advice, after the date of closing, Seller shall be compensated at a rate to be mutually agreed upon prior to the rendering of any such services.

C. Upon request from Seller within thirty (30) days after the closing, the Purchaser shall send, at its expense, notices to the Seller's clients, vendors, suppliers and any other appropriate persons or entities that it has acquired the Seller's business herein.

D. The Purchaser will be solely responsible for the operation of the business and its associated expenses, and for all billing and collection of same, after the date of closing.

E. Nothing herein shall operate to make the Seller, or its principals and agents, an employee or partner of the Purchaser, but at all times they shall remain independent contractors. The foregoing provisions being temporary and adopted merely to effect a transition from the Seller to the Purchaser.

F. The Seller and Purchaser shall cooperate with each other to make the transition as easy as possible for the customers of the business.

8. COVENANTS OF SELLER. The Seller covenants with the Purchaser as follows:

A. The Bill of Sale to be delivered at the closing will transfer all the assets enumerated in the attached schedule free of all encumbrances, and will contain the usual warranties and affidavit of title, excepting those inventory items purchased by the Seller for the use and benefit of the Purchaser, namely approximately 25,000 cards and approximately 25,000 face seal blisters for use in packaging of The Tongue Cleaner product. Such inventory items will become the property

of the Purchaser at the time of sale and the outstanding invoices associated therewith shall be payable by the Purchaser directly to the vendor(s) by the date indicated on the invoice.

B. The business will be conducted up to the date of closing in substantially the same manner as it has been conducted in the past, in accordance with all applicable laws and regulations, and no contracts will be entered into with respect to the business without the prior written consent of the Purchaser.

C. No judgments, liens, or security interests will be outstanding at the time of the closing against the Seller or against its business or any assets thereof.

D. Debts and other obligations of the business will continue to be paid in the ordinary operation of the business, including, but not limited to, amounts normally and periodically paid to trade creditors, suppliers, state and federal tax authorities for employee withholding, sales tax, and similar items, employee wages and salaries, and transportation charges.

E. Seller will hold Purchaser free and harmless from bills, claims, demands, indebtedness, liability and taxes and any other claims of any nature incurred or arising out of and by reason of the conduct or operation of the business prior to the date of closing by Seller other than those bills for physical inventory purchased for the benefit and use of the Purchaser. Purchaser will hold Seller free and harmless from bills, claims, demands, indebtedness, liability and taxes and any other claims of any nature incurred or arising out of and by reason of the conduct or operation of the business after the date of closing by Purchaser.

F. Seller has filed and will file at the date of closing all Federal, State and local tax returns which are required by it to be filed with payment of all taxes due thereon and such returns hereto filed are true, correct and there are no deficiencies, or assessment claims. In the event that an audit should take place subsequent to the closing of this Agreement for any period prior to the date of closing, the Seller's liability for same is one hundred (100) per cent of the taxing authority's demand for said period including all interest and penalties thereon and, further, will pay in full all withholding, social security, and unemployment insurance taxes, applicable.

G. Non Competition. Sellers specifically agree that they will not open or engage in retail operations and/or business of selling products of the same or similar nature to Purchaser's Corporation, Pureline Oralcare USA, or other corporations owned by the Purchaser.

H. Non-solicitation. For a period of two (2) years after the effective date of this agreement, Seller will not directly or indirectly solicit business from, or attempt to license, sell or provide the same or similar products or services as are now provided to any customer of Pureline Oralcare, Inc.

9. "AS IS". All the assets, including but not limited to physical property, intellectual property and inventory sold hereunder shall be sold "as is". Seller makes no express or implied warranties as to its condition, safety, suitability or fitness for any particular purpose.

10. BROKER. The Parties warrant and represent that no broker was involved in negotiating the purchase of the assets herein. The Parties agree to hold each other harmless and indemnify each other against any all claims for brokers' fees from any broker, arising out of any acts of a Party

11. RISK OF LOSS. As of the date of closing, all risk of loss or damage to the purchased assets will be assumed by the Purchaser.

12. MISCELLANEOUS.

A. The Parties agree that the values assigned to the items included in this purchase as set forth herein are fair and reasonable and have been bargained for separately and at arms length after an opportunity for consultation with their accountants, attorneys and other advisors as may be applicable.

B. All collections on accounts receivable for work completed prior to the date of closing are the property of the Seller. The Purchaser, to the extent any such accounts receivable are received and/or collected by Purchaser, shall immediately pay over same to the Seller, without any

deductions or off-sets of any kind or for any reason.

C. The Purchaser, its principals and employees, acknowledge that this business as with any business involves financial risks and that the Seller has not made any promises, guarantees, warranties or representations as to the profitability and/or future success of this business and the Purchaser, its principals and employees, have agreed to purchase this business at their own risk.

D. The Parties hereto agree to execute such additional documents and papers and to perform and do such additional acts and things as may, from time to time, be reasonably necessary and proper to effectuate and carry out the transaction contemplated by this Agreement.

E. The Purchaser hereby warrants and represents that it has had ample opportunity to review and investigate the specifics of Seller's business. That it has had the opportunity to make a full and independent investigation of all financial and professional matters. That it is fully satisfied that all relevant information has been disclosed. The Seller is fully indemnified against for any and all claims arising from the Purchaser's failure to investigate and/or review.

F. The Parties agree that any dispute, claim or controversy arising under, out of, or in relation to this Agreement shall be submitted for adjudication and/or settlement by arbitration proceedings in accordance with the Rules of the American Arbitration Association, and any determination thereon shall be binding upon the Parties hereto with the same force and effect as if rendered by a court of competent jurisdiction, and judgment thereon may be entered by any Party.

G. Purchaser agrees to waive corporate compliance as required by the applicable state and federal laws and Purchaser agrees to hold harmless and indemnify Seller from and against any and all liabilities that may be asserted against Seller, his heirs, successors or assigns arising out of such non-compliance. Purchaser further agrees to take any necessary actions to become compliant in the event of such non-compliance. It is the responsibility of the Purchaser to contact the California Department of Corporations to bring the corporation into compliance.

13. SURVIVAL OF REPRESENTATIONS. All representations, warranties and agreements contained herein shall not be discharged or dissolved upon closing, but shall survive same.

14. BINDING EFFECT. This Agreement shall be binding on an inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the parties.

15. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed original, but such counterparts together constitute only one and the same instrument. The parties shall execute and deliver executed copies of this Agreement so that each signatory hereof will have a copy executed by the other signatory or signatories.

16. CONFLICTS. The terms of this agreement shall control over any conflicting terms in any referenced agreement or document.

17. CUMULATIVE RIGHTS. Any specific right or remedy in this contract will not be exclusive but will be cumulative of all other rights and remedies.

18. MORCE MAJEURE. Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.

19. SEVERABILITY. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, the other provisions shall not be affected but

shall remain in full force and effect. If the non-solicitation or non-competition provisions are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.

20. ENTIRE AGREEMENT. The Parties represent that this is the full and final agreement and understanding among the Parties, and that there are no representations, warranties, terms, covenants or conditions made by any other party except as herein expressly contained. This Agreement shall not be altered, waived, modified or canceled in any respect except in writing, duly executed by all of the Parties hereto, and no oral agreement or course of conduct to the contrary, shall be deemed an alteration, amendment, modification or cancellation.

A. The Parties agree and acknowledge that the sale of the business by the Seller to the Purchaser will be a full and final sale upon closing. Upon closing, under no circumstances will the transaction described in this agreement be subject to cancellation or modification, except where such modifications are made in writing and signed by all parties involved.

15. LAW. The construction, performance and enforcement of this Agreement shall be governed by the State of California.

16. SUCCESSOR AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their legal representatives, successors and assigns forever.

The Parties have executed this Agreement the day and year first above written.

SELLER Jack Conrey by Sushila Chinnina
JACK CONREY,
as his Attorney in Fact

PURCHASER [Signature]
RAZMIN BODOZIAN

PURCHASER [Signature]
MOHAMAD KOBASSI


AGREEMENT FOR PURCHASE AND FINAL SALE OF BUSINESS

SCHEDULE A

The following is a full and complete list of the assets sold by JACK CONREY ("Seller") to RAZMIG BODOZIAN and MOHAMAD KOBAISSI ("Purchaser"), as named in the attached AGREEMENT FOR PURCHASE AND FINAL SALE OF BUSINESS (the "Agreement") and all assets listed herein are subject to the terms set forth therein.

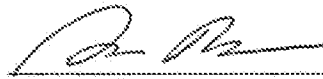
1. Customer list (active and inactive accounts);
2. Vendor list (active and inactive);
3. Good will;
4. Corporate shares (100% of shares to be transferred upon execution of the Agreement);
5. All intellectual property currently held by Jack Conrey and/or Pureline Oralcare, Inc. at the time of Sale under the Agreement;
6. Toll free business telephone number (877-662-9500);
7. All internet domain names currently held by Jack Conrey and/or Pureline Oralcare, Inc.;
8. Tooling machine for production of "The Tongue Cleaner" or "The Professional Tongue Cleaner" product;
9. Tooling machine for production of the Overmold Tongue Cleaner product;
10. Tooling machine for production of "Snoreclipse" anti-snoring product;
11. Blister seal packaging machine;
12. Heat sealing packaging machine;
13. Zebra bar code printers (2);
14. All existing inventory on hand at time of closing;
15. Pallet jack;
16. Shelving;
17. Office furniture.

SELLER




JACK CONREY as his Attorney in fact

PURCHASER



RAZMIG BODOZIAN
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PURCHASER



MOHAMAD KOBAISSI

BILL OF SALE OF BUSINESS

For good and sufficient consideration, receipt of which is hereby acknowledged, the undersigned JACK CONREY ("Seller") hereby sells, transfers and conveys to RAZMIG BODOZIAN and MOHAMAD KOBAISSI ("Purchaser"):

1. All and singular, the goods and chattels, property and effects, listed in Schedule A annexed hereto, which is incorporated herein and made a part hereof; and
2. The whole of the good will of the PURELINE ORALCARE, INC. business formerly operated by the undersigned which is the subject of this sale.

The undersigned warrants that said goods and chattels are free and clear of all encumbrances, that it has full right and title to sell the same, and that it will warrant and defend the same against the claims and demands of all persons.

Jack Conrey by Sushila Chinnors
JACK CONREY
as his Attorney in fact

9/01/15
Date

SHARES TRANSFER AGREEMENT

This Shares Transfer Agreement is effective on September 1st, 2015.

BETWEEN: JACK CONREY (the "Transferor"), owner and sole shareholder of PURELINE ORALCARE, INC. (the "Business") a privately held company with 1,000,000 shares of domestic common stock, organized and existing under the laws of California, with its head office located at: 804 Estates Drive, Unit 106, Aptos, California 95003.

AND: RAZMIG BODOZIAN and MOHAMAD KOBAlSSI (jointly the "Transferee").

WHEREAS:

1. The undersigned is the registered and beneficial owner of 1,000,000 common shares of domestic stock of the Business, which constitute one hundred percent (100%) of all existing shares of the Business;
2. The undersigned wishes to sell and transfer the said shares to the Transferee;
3. The transfer of one hundred percent (100%) of all shares in PURELINE ORALCARE, INC. by Transferor to Transferee is made as part of a full and final sale of the Business by JACK CONREY to RAZMIG BODOZIAN and MOHAMAD KOBAlSSI under the CONTRACT FOR SALE AND PURCHASE OF A BUSINESS, which is attached hereto.

NOW THEREFORE FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto the Transferee 1,000,000 shares of Common Stock in PURELINE ORALCARE, INC. registered in the name of the undersigned on the books of PURELINE ORALCARE, INC., with a value of \$0.65 per share.

IN WITNESS WHEREOF, each party to this Shares Transfer Agreement has caused it to be executed at 804 Estates Drive, Unit 106, Aptos, California 95003 on the date indicated above.

TRANSFEROR

Jack Conrey by Susbika Chmrona
 JACK CONREY *as his Attorney in Fact*

TRANSFEEEE

[Signature]
 RAZMIG BODOZIAN

[Signature]
 MOHAMAD KOBAlSSI

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 SANTA CRUZ)

On SEPT. 1, 2015 before me, DENA KIM LEVEY, NOTARY PUBLIC

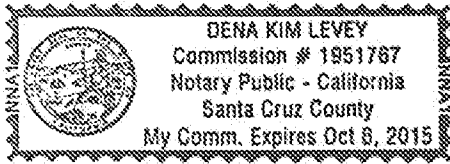
personally appeared SUSHILA COMMONS, Name(s) of Signer(s)

RAZMIG BODOZIAN AND MOHAMAD KOBAISSI

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 [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document AGREEMENT FOR PURCHASE AND FINAL SALE OF BUSINESS Title or Type of Document: SALE OF BUSINESS Document Date: SEPT. 1, 2015 Number of Pages: 6 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: [Blank]
[] Corporate Officer - Title(s): [Blank]
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other: [Blank]
Signer Is Representing: [Blank]

Signer's Name: [Blank]
[] Corporate Officer - Title(s): [Blank]
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other: [Blank]
Signer Is Representing: [Blank]