

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dalip Tibb		04/18/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Apothecarus, LLC		
Street Address:	27702 Crown Valley Parkway		
Internal Address:	D4 #155		
City:	Ladera Ranch		
State/Country:	CALIFORNIA		
Postal Code:	92694		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5347427	SHUT OFF	
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:	(312) 620-2471		
Email:	docket@barichip.com		
Correspondent Name:	Joseph M. Barich; Barich IP Law Group		
Address Line 1:	564 West Randolph Street		
Address Line 2:	Second Floor		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Joseph M. Barich		
SIGNATURE:	/Joseph M. Barich/		
DATE SIGNED:	04/25/2018		
Total Attachments: 2			
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OP \$40.00 5347427

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 18th day of April, 2018 (the "Effective Date") by and between Dalip Tibb, natural person residing in the State of California ("Assignor") and Apothecarus, LLC., a limited liability company duly organized and existing under the laws of the State of California and having its principal place of business at 27702 Crown Valley Parkway, D4 #155 Ladera Ranch, CA 92694 ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the U.S. trademark "SHUT OFF" (Registration No. 5347427), together with all the goodwill of the business symbolized thereby, (hereinafter, the "Mark"),

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Mark, together with all the goodwill of the business symbolized thereby; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Mark, together with all the goodwill of the business symbolized thereby; and

WHEREAS, each party is duly authorized and capable of entering into the Assignment.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by both Assignor and Assignee, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with all the goodwill of the business symbolized thereby, both in the U.S. and worldwide, including rights currently in existence and those that may arise in the future.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Mark, together with all the goodwill of the business symbolized thereby;
- (ii) the registration for the Mark is currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Mark to any other person or entity;
- (iv) there are no liens or security interests against the Mark;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

3. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

4. Miscellaneous.

(a) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

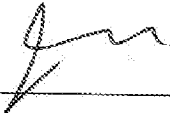
ASSIGNOR:

Dalip Tibb,
a natural person

ASSIGNEE:

Apothecarus, LLC,
a California Limited Liability Company
By: Dalip Tibb, President

Signature: _____



Signature: _____

