

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dennis Jones		07/30/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	FillTech USA, LLC		
Street Address:	380 Palmer Road		
City:	Rockwell		
State/Country:	NORTH CAROLINA		
Postal Code:	28138		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3716582	CHAP-EZE	
Registration Number:	3584422	FILLTECH USA	
Registration Number:	3617827	LIP BALM ALL NATURAL	
Registration Number:	4154309	LIPURA	
Registration Number:	3593994	MELASURGE	
Registration Number:	4548721	ZOUVÂ	
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:	757-436-4774		
Email:	jeannette@phiinc.biz		
Correspondent Name:	Dennis R. Jones		
Address Line 1:	1403 Greenbrier Parkway		
Address Line 2:	Suite 250		
Address Line 4:	Chesapeake, VIRGINIA 23320		
NAME OF SUBMITTER:	Jeannette Logan		
SIGNATURE:	//Jeannette Logan//		
DATE SIGNED:	07/30/2018		

OP \$165.00 3716582

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 30, 2018, is made by Dennis Jones, a Private Individual in Virginia ("Seller"), in favor of FillTech USA, LLC, a North Carolina Limited Liability Company ("Buyer") (collectively, the "Parties").

WHEREAS, in consideration of Buyer's payment to Seller of \$10, and other valuable consideration, Seller desires to convey, transfer, and assign to Buyer, certain intellectual property of Seller, and Seller agree to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's rights, titles, and interests in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller 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 date hereof, 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.

2. Recordation and Further Actions. Seller hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This IP 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 IP 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 IP Assignment.

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

5. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

PHI, Inc.

By: Dennis R. Jones

Name: Dennis R. Jones

Title: Owner, CEO

AGREED TO AND ACCEPTED:

PHITech USA, LLC

By: Scott Hughes

Name: Scott Hughes

Title: CEO

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

- Chap-eze – Serial Number 77572532, Registration Number 3716582
- FillTech USA – Serial Number 77452079, Registration Number 3584422
- Lip Balm All Natural – Serial Number 77591146, Registration Number 3617827
- Lipura – Serial Number 77489570, Registration Number 4154309
- Melasurge – Serial Number 77400562, Registration Number 3593994
- Zouva – Serial Number 85855351, Registration Number 4548721