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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM513913

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Biometics International, Inc.		03/06/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Youngevity International, Inc.			
Street Address:	2400 Boswell Road			
City:	Chula Vista			
State/Country:	CALIFORNIA			
Postal Code:	91914			
Entity Type:	Corporation: DELAWARE			

PROPERTY NUMBERS Total: 1

Property Type	Number		Word Mark	
Registration Number:	3591073	BIOMETICS		

CORRESPONDENCE DATA

Fax Number:

8885066572

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.

Email:

trademarks@hartmantitus.com

Correspondent Name:

Bradley P. Hartman

Address Line 1:

c/o Hartman Titus PLC

Address Line 2:

3507 N. Central Ave., Ste 101

Address Line 4:

Phoenix, ARIZONA 85012-2121

NAME OF SUBMITTER:	Bradley P. Hartman	
SIGNATURE:	/bradley p hartman/	
DATE SIGNED:	03/12/2019	

Total Attachments: 2

source=2019-03-06 Signed Trademark Assignment Agreement - Biometics#page1.tif source=2019-03-06 Signed Trademark Assignment Agreement - Biometics#page2.tif

OP \$40.00 3591073

TRADEMARK REEL: 006595 FRAME: 0520

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Agreement"), effective as of the 13th day of November 2013 (the "Effective Date"), is by and between BIOMETICS INTERNATIONAL, INC., a California corporation ("ASSIGNOR"), and YOUNGEVITY INTERNATIONAL, INC., a Delaware corporation having an address at 2400 Boswell Road, Chula Vista, CA 91914 USA ("ASSIGNEE").

WHEREAS, ASSIGNOR is the equitable owner and record owner of the **BIOMETICS** trademark, used in connection with ASSIGNOR'S goods and services and registered with the U.S. Trademark Office on March 17, 2009 as No. 3,591,073 (the "TRADEMARK"); and

WHEREAS, ASSIGNEE has acquired from ASSIGNOR certain assets and intellectual property appurtenant to the business, goods and services identified by the TRADEMARK as an ongoing concern pursuant to an Asset Purchase Agreement dated November 13, 2013, and is desirous of acquiring all of ASSIGNOR'S entire right, title, and interest in and to the TRADEMARK, and the goodwill of the business associated therewith.

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

- 1. ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, absolutely and forever as of the Effective Date, its entire right, title and interest, whether statutory or at common law, in and to the TRADEMARK, together with goodwill of the business symbolized by the TRADEMARK throughout the world, and such other trademarks, service marks, trade names and trade dress as may be owned by ASSIGNOR and used in connection with the TRADEMARK, and all registrations and pending applications therefor, in the United States of America, its territories and possessions, and foreign countries and jurisdictions, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
- 2. As of the Effective Date, all right, title and interest in the TRADEMARK shall be held and enjoyed by ASSIGNEE, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made. Without limitation to the foregoing, ASSIGNOR assigns with the TRADEMARK all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.
- ASSIGNOR agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the TRADEMARK, and any applications or registrations therefore, in ASSIGNEE.
- 4. ASSIGNOR agrees and undertakes that it will not facilitate or assist any other person or entity to: (1) challenge the validity of this Assignment; (2) oppose or otherwise challenge any registrations, renewals, or applications for registration of the TRADEMARK in the U.S. or any other country in the name of ASSIGNEE; (3) challenge ASSIGNEE's rights to use, license or otherwise deal with the TRADEMARK in the U.S. or any other country; or (4) use the TRADEMARK (or any substantially identical or deceptively similar trademarks) in the U.S. or any other country after the Effective Date of this Assignment, unless ASSIGNOR has the express, written authorization of ASSIGNEE to do so.
- 5. ASSIGNOR hereby represents and warrants that it has full and unencumbered right to convey the entire right, title and interest in the TRADEMARK.

Trademark Assignment

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- 6. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.
- The undersigned represents and warrants that he/she has the authority to enter into this Agreement on behalf of the ASSIGNOR.

ASSIGNOR

BIOMETICS/INTERNATION

Dated: MARCH 6, 2019

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