

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528240

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
International Bioceutical Company LLC		05/30/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pure Ratios Holdings Inc.		
<b>Street Address:</b>	2077 Kurtz St.		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92110		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5307657	PURE RATIOS	
<b>Registration Number:</b>	5307656	PURE RATIOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6099510824		
<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>			
<b>Phone:</b>	609-987-0050		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Lisa A. Chiarini		
<b>Address Line 1:</b>	136 Main Street		
<b>Address Line 2:</b>	Reed Smith, LLP		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08540		
<b>NAME OF SUBMITTER:</b>	Lisa A. Chiarini		
<b>SIGNATURE:</b>	/Lisa A. Chiarini/		
<b>DATE SIGNED:</b>	06/18/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into effective as of May 30th, 2019, between International Biocetical Company LLC, a California limited liability company ("Assignor"), and Pure Ratios Holdings Inc., a Delaware corporation ("Assignee").

### RECITALS

A. Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the United States trademark registrations listed on Schedule A, including any common law trademark rights therefore (the "Marks"); and

B. Assignor desires to assign its right, title and interest in and to the Marks to Assignee, and Assignee desires to accept such assignment.

### AGREEMENT

1. **Assignment and Assumption.** Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. **Right to Assign.** Assignor represents and warrants that it may legally and validly assign the Marks to Assignee without violating or breaching any of Assignor's rights or obligations with regards to the Marks.

3. **Notices.** Assignor agrees that in the event that Assignor receives any notices or demands in connection with the Marks, including, without limitation, any notices of breach or infringement, it shall immediately deliver a copy of any such notices to Assignee at the address set forth on the signature page hereto, or at such other address as Assignee shall furnish to Assignor from time to time.

4. **Further Assurances.** Each party will take all steps reasonably necessary to carry out the intent this Assignment in order to effectively assign the Marks, including, but not limited to, by executing and delivering, or causing to be executed and delivered, such further instruments or documents of assignment, or by taking such other actions as may be reasonably requested by the other party.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument. Manual signatures exchanged electronically by facsimile or email shall be deemed original signatures for all purposes.

6. **Recitals.** The recitals above are incorporated by reference into this Assignment.

7. **Amendment and Governing Law.** This Assignment shall be governed in all respects by the laws of the state of California (without regards to the conflict of law principles thereof). No change in or amendment to this Assignment shall be valid unless set forth in a writing signed by both parties to this Assignment.

*[Signature Page Follows.]*

This Trademark Assignment Agreement is entered into effective as of the date first above written.

**ASSIGNOR:**

**INTERNATIONAL BIOCEUTICAL  
COMPANY LLC,**  
a California limited liability company

By: [Signature]  
Name: Chad Conner  
Its: Vice President

**ASSIGNEE:**

**PURE RATIOS HOLDINGS INC.,**  
a Delaware corporation

By: [Signature]  
Name: Chad Conner  
Its: CEO

Address: 2077 Kurtz Street, San Diego, CA  
92110

STATE OF \_\_\_\_\_

COUNTY of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_, 20\_\_\_\_,

by \_\_\_\_\_.

Witness my hand and official seal.

-See attached notarial certificate-

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 San Diego }

On 5/30/19 before me, J.W. Smith, Notary Public  
(Here insert name and title of the officer)

personally appeared CHAD CONNER  
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.

*[Handwritten Signature]*

Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

SCHEDULE A

MARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Class(es)</u>
"PURE RATIOS"	5,307,657	025 – Clothing, namely, shirts and hats
"PURE RATIOS"	5,307,656	005 – Pharmaceuticals (topical creams and gels for use in the treatment of pain and inflammation)