

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality Gel Pens, LLC		01/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Healing Solutions, LLC		
Street Address:	9363 E BAHIA DR.		
City:	SCOTTSDALE		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5215525	TOP QUALITY GEL PENS	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<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:	4159540200		
Email:	ip-squiretm@squirepb.com		
Correspondent Name:	Raisa Dyadkina, Esq.		
Address Line 1:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	119032.00012		
NAME OF SUBMITTER:	Raisa Dyadkina, Esq.		
SIGNATURE:	/Raisa Dyadkina/		
DATE SIGNED:	01/25/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment Agreement**”) shall be effective as of January 22, 2021 (the “**Effective Date**”) by and between Quality Gel Pens, LLC (“**Assignor**”), and Healing Solutions, LLC (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is the owner of the trademark listed in **Appendix A** (the “**Mark**”); and

WHEREAS, Assignor has agreed to assign the Mark, together with any and all goodwill associated with the Mark, to the Assignee,

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

1. Assignment. As of the Effective Date, Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires, all of Assignor’s right, title and interest in and to the Mark, together with the goodwill of the business symbolized by and associated with the Mark and that portion of Assignor’s business to which the Mark pertains, including all common law rights and trademark registrations for the Mark, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s 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; together with all rights to income, royalties, and license fees deriving from the Mark, all claims for damages by reason of past, present and future infringements of the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Further Assurances. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment Agreement, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recordal of the assignment of the Mark listed in **Appendix A** in any jurisdiction. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Mark, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the Mark, all at the expense of Assignee or its successors in interest.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor’s true and lawful attorneys with full power of substitution, in Assignor’s name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive the Mark and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, of the

Mark, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Mark which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. **Governing Law.** The formation, construction, and performance of this Assignment Agreement, including the rights and duties of the parties hereunder, shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of New York applicable to agreements entered into and performed entirely therein by residents thereof, without regard to any provisions relating to conflicts of laws among different jurisdictions.

5. **Counterpart and Facsimile Signatures.** This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Quality Gel Pens, LLC

By: 

Name: Chris Maesell

Title: CFO

ASSIGNEE:

Healing Solutions, LLC

By: 

Name: Jason Hare

Title: CEO

Appendix A

MARK

MARK	SER. NO. / REG. NO.
TOP QUALITY GEL PENS	Ser. No. 87121656 Reg. No. 5215525