

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rachel McLish		01/28/2022	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Skin Gym, Inc.		
Street Address:	840 SANTEE STREET, SUITE 204		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90014		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3752872	SKIN GYM	
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:	3109438989		
Email:	barnhill@bv-llp.com		
Correspondent Name:	Steven Barnhill		
Address Line 1:	11400 W. Olympic Blvd., Ste. 200		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
NAME OF SUBMITTER:	Steven Barnhill		
SIGNATURE:	/steven barnhill/		
DATE SIGNED:	01/31/2022		
Total Attachments: 3			
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OP \$40.00 3752872

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") dated as of January 28, 2022 ("Effective Date"), is entered into by and between Rachel McLish ("Assignor") and Skin Gym, Inc. Skin Gym, Inc. and Assignor are sometimes referred to as a Party or Parties herein.

Assignor and Skin Gym, Inc., intending to be legally bound, hereby agree as follows:

Section 1. Definitions

1. Definitions. The following terms shall have the following meaning in this Agreement:

1.1. "Trademark Interests" means the interests Assignor may own, or have the right to sublicense hereunder, in the United States and Internationally registered and common law trademarks and service marks in the "SKIN GYM" mark, including U.S. Trademark Registration No. 3752872 for the mark "SKIN GYM" in International Class 003 for "Bodycare products for the active Lifestyle, namely, Massage Oil, Non-Medicated Bath Salt, Non-Medicated Lip Balm, Personal Deodorant, Skin Cleanser, Skin Refreshener, Skin Moisturizer, Sunscreen Lotion, and Tanning Oil", together with derivative trademark or service mark interests accruing by reason of international trademark conventions, accompanied by the goodwill of all business connected with the use of and symbolized by the "SKIN GYM" mark including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same.

Section 2. Conveyance of Rights

2.1. Trademark Interests. As of the Effective Date, Assignor irrevocably transfers, grants, conveys, and assigns exclusively to Skin Gym, Inc. all of Assignor's right, title, and interest in and to the Trademark Interests, accompanied by the goodwill of all business connected with the use of and symbolized by the "SKIN GYM" mark. Assignor further transfers and assigns the right to file for, obtain, and maintain registrations of the Trademark Interests anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignor covenants not to use or display the Trademark Interests, or any mark confusingly similar thereto, anywhere in the world except by authorization of Skin Gym, Inc., and further covenants not to contest or challenge the validity of the Trademark Interests, any applicable registrations thereof or the ownership of the Trademark Interests by Skin Gym, Inc.

Section 3. Delivery and Assistance

3.1. Further Assurances. Assignor agrees, at Skin Gym, Inc.'s reasonable request and cost, to execute and deliver such further conveyance agreements and cooperation, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement. Without limiting the generality of such undertaking, Assignor agrees: (1) To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Trademark Interests; and (2) To provide testimony and other evidence in connection with any proceeding affecting the right, title, or interest of Skin Gym, Inc. in the Trademarks Interests.

Section 4. General

4.1. Successors and Assigns. This agreement shall inure to the benefit of and be binding on the parties hereto, together with their respective legal representatives, successors and assigns; provided, however, that Assignor may not assign, license, or sublicense its rights and licenses therein except as provided herein or approved by Skin Gym, Inc. in writing.

4.2. GOVERNING LAWS. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AS THEY PERTAIN TO AGREEMENTS EXECUTED IN, AND FULLY PERFORMED WITHIN THE STATE OF CALIFORNIA.

4.3. Headings. The headings of the Sections hereof are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

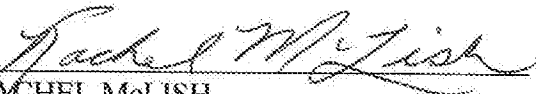
4.4 Counterparts. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

This Trademark Assignment Agreement is executed concurrently with, and is conditioned upon, the full execution of the Parties' Settlement Agreement. IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the Effective Date above.

SKIN GYM, INC.

By: _____

Its: _____



RACHEL McLISH

