

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792943

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900753839		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forever Young Medspa, LLC		01/11/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	AMP East, LLC		
Street Address:	3500 Maple Avenue, Suite 1600		
Internal Address:	c/o Leon Capital Group - Attn: Hunter Dallas		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4492768	PRP GOLD	
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:	2024695163		
Email:	dan.neustadt@hkllaw.com		
Correspondent Name:	Daniel C Neustadt		
Address Line 1:	800 17th Street NW, Suite 1100		
Address Line 2:	Holland & Knight LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	217984.1		
NAME OF SUBMITTER:	Daniel C. Neustadt		
SIGNATURE:	/Daniel C. Neustadt/		
DATE SIGNED:	03/09/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY TRANSFER ASSIGNMENT

This Intellectual Property Transfer Agreement (this “Assignment”) is made and entered into as of January 11, 2023, by and between AMP East, LLC, a Delaware limited liability company (“Assignee”), and Forever Young Medspa, LLC, a Florida limited liability company (“Assignor”).

RECITALS

A. Brian Sidella and Diana Santa Maria (“Owners”) own all of the issued and outstanding equity interests of Assignor.

B. Assignee and Owners are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Assignee, Owners, and Assignor. Capitalized terms used but not defined herein shall have the meaning ascribed such terms in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Owners have agreed to cause Assignor to assign to Assignee, and Assignee has agreed to assume from Assignor, certain Intellectual Property assets of Assignor described below.

D. Assignee and Assignor now desire to consummate the transfers as provided in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to the terms of the Purchase Agreement and in consideration of the foregoing recitals and of the mutual agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. Effective as of the Closing Date, and for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of Assignor’s right, title and interest in and to Assignor’s Intellectual Property identified on Schedule A attached hereto, together with all goodwill of the business associated therewith (collectively, the “Assigned Intellectual Property”).

2. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably required by Assignee to effect more fully the transactions contemplated by this Assignment, including without limitation any actions or documents required by the United States Patent and Trademark Office.

3. Appointment as Attorney-In-Fact. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, its true and lawful attorney and attorneys, with full power of substitution, in its name and stead, but on behalf and for the benefit of Assignee, its successors and assigns, to demand and receive any and all of the Assigned Intellectual Property, and to give receipts and releases for and in respect of the same, and any part thereof, and from time

to time to prosecute in its name, or otherwise, for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, may deem proper, convenient or necessary for the collection or reduction to possession of any of the business, properties or assets comprising the Assigned Intellectual Property or for the collection and enforcement of any claim or right of any kind sold, conveyed, transferred and assigned to Assignee by Assignor pursuant to the Purchase Agreement, and to take all such other actions with respect to the Acquired Assets as Assignee and its successors and assigns shall deem to be proper, necessary, convenient or desirable in order to carry out the intent of the Purchase Agreement.

4. Other Instruments. It is understood that Assignor, contemporaneously with the execution and delivery of this Assignment, is further executing and delivering to Assignee certain other assignments and instruments of transfer which, in particular, cover certain of the interests and assets hereinabove assigned, the purpose of which is to supplement, facilitate and otherwise implement the transfers intended.

5. Successors and Assigns. This instrument and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by the laws of the State of Delaware without regard to conflicts of law principles.

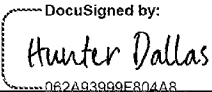
7. Execution; Amendment. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or other electronically scanned signatures shall be deemed originals for all purposes of this Assignment. This Assignment may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Assignment.

[The remainder of this page is intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, the parties' duly authorized officers have executed this Assignment as of the day and year first hereinabove written.

ASSIGNEE:

AMP EAST, LLC

By:  DocuSigned by:
062A9399E804A8

Name: Hunter Dallas

Title: President

ASSIGNOR:

FOREVER YOUNG MEDSPA, LLC

By:

Name: Brian Sidella

Title: President

IN WITNESS WHEREOF, the parties' duly authorized officers have executed this Assignment as of the day and year first hereinabove written.

ASSIGNEE:

AMP EAST, LLC

By:

Name: Hunter Dallas
Title: President

ASSIGNOR:

FOREVER YOUNG MEDSPA, LLC

By: DocuSigned by:
Brian Sidella

7116DA20664041C
Name: Brian Sidella
Title: President

Schedule A

Acquired Intellectual Property

Trademark

1. PRP Gold –
 - a. USPTO Registration Number 4492768
 - b. Serial Number 85910250
 - c. Registration Date March 4, 2014