

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Danielle Gronich		05/16/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	ClearStem Skincare, Inc.		
Street Address:	7440 Girard Avenue # 9		
City:	La Jolla		
State/Country:	CALIFORNIA		
Postal Code:	92037		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	7009678	LIPS&CUTES	
Registration Number:	6995039	MINDBODYSKIN	
Registration Number:	6162855	THE ACNE GURU	
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:	6193171283		
Email:	elyssa@trestlelaw.com		
Correspondent Name:	Elyssa Igoe		
Address Line 1:	7904 Broadway		
Address Line 4:	Lemon Grove, CALIFORNIA 91945		
NAME OF SUBMITTER:	Elyssa Igoe		
SIGNATURE:	/elyssaigoe/		
DATE SIGNED:	05/22/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into by and between Danielle Gronich, an individual with an address of 7440 Girard Avenue, # 9, La Jolla, California 92037 (the “Assignor”) and ClearStem Skincare, Inc. a Delaware corporation with an address of 7440 Girard Ave, # 9, La Jolla, California 92037 (the “Assignee”) (collectively referred to as the “Parties”).

WHEREAS, Assignor is the owner of the trademarks as described in Exhibit A attached hereto and incorporated by reference herein (the “Trademarks”); and

WHEREAS, Assignor wishes to assign all its right, title, and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, and in addition to the mutual promises, covenants, warranties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties agree to as follows:

1. ASSIGNMENT. Assignor hereby grants, assigns, and conveys to Assignee all of Assignor’s right, title and interest in and to the Trademark, including, but not limited to: (i) all registration rights with respect to the Trademark throughout the world, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Trademark, and (iv) any incoming, royalties, damages, and/or payments for past, present, and future infringements relating to the Trademark on or after the date of this Assignment, with the intent that the foregoing grant, assignment, and conveyance be effective *nunc pro tunc* as of January 1, 2023 (to the extent permitted by applicable law). To the extent that a *nunc pro tunc* assignment is contrary to applicable law, then Assignor hereby unconditionally and irrevocably grants, assigns, and conveys to Assignee all of the above rights as of the date of execution of this Assignment.

2. ASSIGNOR’S REPRESENTATIONS. Assignor represents and warrants that:

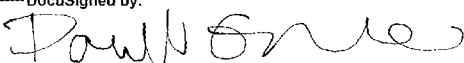
- a. Assignor is the exclusive owner of the Trademark,
- b. Assignor possesses all rights, title, and interest in and to the Trademark,
- c. Assignor has the power to enter into this Assignment;
- d. To the best of Assignor’s knowledge, as of the Effective Date, the Trademark does not infringe on the rights of any other person or entity;
- e. To the best of Assignor’s knowledge, as of the Effective Date, the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim; and
- f. Assignor has made a good faith effort to use the Trademark in a way that would permit continued registration, and that the Trademark has not been abandoned by the Assignor.

3. **CONTINUING OBLIGATIONS.** Assignor agrees to assist Assignee, upon written request, by taking any reasonable action that may be necessary for perfecting, securing, and completing this Assignment.
4. **BINDING EFFECT.** The covenants and conditions contained in this Assignment shall be binding on Assignor and Assignee and on those who succeed to the interest of Assignor and Assignee by law, by approved assignment or by transfer.
5. **GOVERNING LAW.** This Assignment will be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademarks issues, and (ii) in all other respects, including as to validity (except for trademarks issues), interpretation and effect, by the laws of the state of California without giving effect to the conflict of laws rules thereof.
7. **COUNTERPARTS.** This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
8. **FURTHER ASSURANCES.** Assignor agrees at Assignee's expense to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee, to effectuate this Assignment.


IN WITNESS WHEREOF, the Parties are deemed to have executed this Assignment as of May 16, 2023.

DANIELLE GRONICH

CLEARSTEM SKINCARE, INC.

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Danielle Gronich, CEO

**EXHIBIT A
TRADEMARKS ASSIGNED**

REGISTRATION

Mark	Registration No.	Registration Date
LIPS&CUTES	7009678	March 28, 2023
MINDBODYSKIN	6995039	March 7, 2023
THE ACNE GURU	6162855	September 29, 2020