

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Therabotanics, LLC		09/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dynamic Medical Technologies Inc.		
Street Address:	1172 Brownell Street		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33756		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77443066	VIV	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Joseph A. R. Gerber		
Address Line 1:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 2:	1155 Avenue of the Americas, 24th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Joseph A. R. Gerber		
SIGNATURE:	/jarg/		
DATE SIGNED:	10/20/2023		
Total Attachments: 3			
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EXHIBIT A

TRADEMARK ASSIGNMENT AND AGREEMENT TO CEASE USING TRADEMARK

This Trademark Assignment and Agreement to Cease Using Trademark (“**Assignment and Agreement**”) is effective as of the date of the signature of the last party to sign (“**Effective Date**”), by and between Therabotanics, LLC, a Delaware limited liability company located and doing business at 14724 Venture Blvd., Suite 200, Sherman Oaks, California 91403 (“**Assignor**”), and Dynamic Medical Technologies Inc., a Delaware corporation located and doing business at 1172 Brownell Street, Clearwater, Florida 33756 (“**Assignee**”) (individually a “**Party**,” and collectively the “**Parties**”);

WHEREAS, Assignor owns the trademark VIV (the “**Trademark**”) for “nutritional supplements,” as well as U.S. Trademark Registration No. 3558906 (the “**Registration**”) for the Trademark as detailed in Schedule A attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, the goodwill associated with the trademark, all common law rights, trade name rights, causes of action, and the right to recover for present and past infringement, pursuant to an assignment of the Trademark and Registration to Assignor effective December 31, 2018, from Response Products Ltd, a Hong Kong corporation, which changed its name from Ideal Living Holdings Limited effective June 25, 2012;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark and Registration; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark and Registration in exchange for payment agreed to by the Parties.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals and defined terms are incorporated herein fully by reference.
2. Assignor represents and warrants to Assignee that:
 - a. Assignor owns the Trademark and Registration;
 - b. Assignor is not aware of any other entity claiming ownership of the Trademark or Registration;

c. no other entity has threatened or asserted trademark infringement, dilution, unfair competition, or any other claims against Assignor based on Assignor's use or ownership of the Trademark or Registration; and

d. besides Assignee, no other entity has threatened to petition or petitioned to cancel the Registration.

3. As of the Effective Date, Assignor hereby:

a. Assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark and Registration, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for present and past infringement, together with the goodwill symbolized by said Trademark; and

b. Agrees not to use or seek to register the Trademark or any other confusingly similar trademark in connection with any goods or services anywhere in the world.

4. This Assignment and Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment and 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 Assignment and Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment and Agreement on the dates indicated below.

Therabotanics, LLC

Signed: _____

Peter Spiegel, Manager and CEO

Date: _____

9/28/23

Dynamic Medical Technologies Inc.

Signed: _____

Vivienne N. Reign, CEO

Date: _____

9/28/23

SCHEDULE A
TO TRADEMARK ASSIGNMENT AND
AGREEMENT TO CEASE USING TRADEMARK

Mark	U.S. Serial No. U.S. Reg. No.	App. Date Reg. Date	Goods
VIV	77443066 3558906	April 8, 2008 January 6, 2009	Cl. 5: Nutritional supplements