

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452390

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b> |
| Rebootizer IP Limited   |  | 06/23/2015            | Company: CYPRUS    |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Human Cell Integrity (CH) LLC                      |                       |                    |
| <b>Street Address:</b>  | Kernserstrasse 29                                  |                       |                    |
| <b>City:</b>  | Sarnen   |                       |                    |
| <b>State/Country:</b>   | SWITZERLAND  |                       |                    |
| <b>Postal Code:</b>   | 6060   |                       |                    |
| <b>Entity Type:</b>   | Company: SWITZERLAND                               |                       |                    |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 4448340  | REBOOT                |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 3123829200   |                       |                    |
| <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> |  |                       |                    |
| <b>Phone:</b>   | 3123829400   |                       |                    |
| <b>Email:</b>   | jmfaier@faier.com                                  |                       |                    |
| <b>Correspondent Name:</b>  | James Michael Faier                                |                       |                    |
| <b>Address Line 1:</b>  | 566 W. Adams St.                                   |                       |                    |
| <b>Address Line 2:</b>  | Suite 600  |                       |                    |
| <b>Address Line 4:</b>  | Chciago, ILLINOIS 60661                            |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | James Michael Faier                                |                       |                    |
| <b>SIGNATURE:</b>   | /jmfaier/  |                       |                    |
| <b>DATE SIGNED:</b>   | 11/28/2017   |                       |                    |
| <b>Total Attachments: 7</b>   |  |                       |                    |
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| source=2015_06_23_REBOOTIZER_IP_LTD_Intellectual_Property_Assignment_signed#page2.tif   |  |                       |                    |
| source=2015_06_23_REBOOTIZER_IP_LTD_Intellectual_Property_Assignment_signed#page3.tif   |  |                       |                    |
| source=2015_06_23_REBOOTIZER_IP_LTD_Intellectual_Property_Assignment_signed#page4.tif   |  |                       |                    |
| source=2015_06_23_REBOOTIZER_IP_LTD_Intellectual_Property_Assignment_signed#page5.tif   |  |                       |                    |

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DATED 23 JUNE 2015

REBOOTIZER IP LIMITED

and

HUMAN CELL INTEGRITY (CH) LLC

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INTELLECTUAL PROPERTY ASSIGNMENT

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (the "Agreement") is dated 23 June 2015 and is made

### BETWEEN:

- (1) **REBOOTIZER IP LIMITED**, a company incorporated and registered in Cyprus with company number 255301 whose registered office is at 8 Alassias Street, PO Box 54767, Limassol 3727, Cyprus ("Assignor") legally represented by its director Marina Pittalis who has authority to bind and herein binds the Assignor; and
- (2) **HUMAN CELL INTEGRITY (CH) LLC**, a company incorporated and registered in Switzerland with company number CHE-281.346.012 whose registered office is at Kernserstrasse 29, 6060 Sarnen, Switzerland ("Assignee") legally represented by its director Siniša Stamenic who has authority to bind and herein binds the Assignee.

### RECITALS:

- (A) The Assignor is the owner of certain intellectual property rights in the Works (as defined below) including certain trade mark rights and domain names.
- (B) The Assignor has agreed to assign such intellectual property rights to the Assignee in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

### 1. DEFINITIONS

#### 1.1 Definitions

In this Agreement the following words and expressions have the following meanings:

"Assigned Rights" means all Intellectual Property Rights in and relating to the Works including the Trade Marks and the Domain Names;

"Domain Names" means the domain names short particulars of which are set out in the Schedule to this Agreement;

"Intellectual Property Rights" means all patents, rights in inventions, rights in designs, trade marks, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights

subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;

“Trade Marks”

means the registered trade marks and the applications, short particulars of which are set out in the Schedule to this Agreement;

“Works”

means the anti-aging and recovery drink under the brand name “Rebootizer”.

## 1.2 Interpretation

In this Agreement (except where the context otherwise requires):

- a) clause headings are inserted for ease of reference only and shall not affect construction;
- b) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Agreement;
- c) any reference to “include” or “including” (or any similar term) is not to be construed as implying any limitation and general words introduced by the word “other” (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- d) a reference to any party shall include that party’s personal representatives, successors and permitted assigns;
- e) any obligation on a party not to do something includes an obligation not to allow that thing to be done; and
- f) the Schedule forms part of this Agreement and shall have effect as if set out in the body of this Agreement. Any reference to this Agreement includes the Schedule.

## 2. ASSIGNMENT AND WARRANTIES

- 2.1 In consideration of the sum of € 1.00 (one Euro), exclusive of any applicable taxes, paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all of its rights title and interest in and to the Assigned Rights, together with the right to sue in respect of every act of infringement of the Assigned Rights occurring prior to the date of this Agreement.

- 2.2 The Assignor warrants and represents that the Assigned Rights listed in the Schedule to this Agreement represent the only Intellectual Property Rights in relation to the Works in which it has any right, title or interest and are the only Intellectual Property Rights in relation to the Works that it has ever owned, created or had under its control.
- 2.3 The Assignor further warrants and represents that it has not licensed any of the Assigned Rights and, as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party.

### 3. FURTHER ASSURANCE

- 3.1 The Assignor agrees at the request of the Assignee that it will at all times after the date of this Agreement execute all documents prepared by the Assignee or an authorised agent of the Assignee and perform such acts as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement and to assist in the resolution of any queries from the Assignee concerning the Assigned Rights including:

3.1.1 signing all necessary trade mark transfer documents for the registration of the assignment with World Intellectual Property Organisation and any national trademark or intellectual property office;

3.1.2 signing all necessary domain name transfer documents.

- 3.2 The Assignee agrees not to involve the Assignor in any legal action or any other kind of proceedings in relation to the Assigned Rights unless such legal action or other proceedings are instigated due to the failure of the Assignor to comply with Clause 3.1 or as a result of the wrongful acts of the Assignor.

### 4. ENTIRE AGREEMENT CLAUSE

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and extinguishes all prior discussions, communications, understandings, proposals and agreements between the parties and their agents (or any of them) and all prior representations and expressions of opinion by either party (or its agents) to the other party (or its agents) whether written or oral.

### 5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. **VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. **SEVERANCE**

If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

8. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Switzerland and the parties hereby irrevocably agree that the Swiss Courts are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

**SCHEDULE**

Domain Names

| Domain Name   | Holder                | Expiry Date |
|---------------|-----------------------|-------------|
| rebotizer.com | Rebootizer IP Limited | 01/11/2017  |
| rebootizer.eu | Rebootizer IP Limited | 28/02/2018  |

Registered Trade Marks

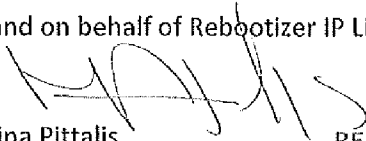
| Trade Mark                | Classes   | Country         | Registration No.                | Registration Date           |
|---------------------------|-----------|-----------------|---------------------------------|-----------------------------|
| REBOOTIZER                | 5, 29, 32 | USA             | 3662602                         | 04/08/2009                  |
| REBOOTIZER                | 5, 32     | USA             | 4448340                         | 10/12/2013                  |
| REBOOTIZER                | 5, 29, 32 | Switzerland     | 565360                          | 12/11/2007                  |
| REBOOTIZER                | 5, 29, 32 | UE (by IR mark) | 951878                          | 07/12/2007                  |
| REBOOTIZER                | 5, 29, 32 | Canada          | TMA769,298                      | 10/06/2010                  |
| REBOOTIZER                | 5, 32     | Colombia        | 390319,<br>390320               | 23/11/2009                  |
| REBOOTIZER<br>SMART DRINK | 5,29, 32  | Argentina       | 2871784,<br>2871785,<br>2871786 | 11/02/2009                  |
| REBOOTIZER                | 5, 29, 32 | Uruguay         | 397881,<br>397882,<br>397883    | 03/11/2008<br>(filing date) |
| REBOOTIZER                | 5,32      | Panama          | 181155,<br>181156               | 15/05/2009<br>(filing date) |



EXECUTED by the parties on the date set out on the first page of this Agreement.

Signed for and on behalf of Rebootizer IP Limited:

Signature:



Name: Marina Pittalis

Function: Director

REBOOTIZER IP LTD  
8 Alassias Street, CY-3095  
Limassol - Cyprus

Signed for and on behalf of Human Cell Integrity (CH) LLC:

Signature:



Name: Siniša Stamenic

Function: Managing Director

Human Cell Integrity (CH) LLC  
Kernserstrasse 29  
6060 Sarnen  
Switzerland