

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capna Intellectual		10/10/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Capna IP Capital, LLC		
Street Address:	12400 Ventura Blvd.		
Internal Address:	Suite 635		
City:	Studio City		
State/Country:	CALIFORNIA		
Postal Code:	91604		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5470552	CAPNA FABRICATION	
Registration Number:	5795933	ATLES	
Registration Number:	5817913	ETHOS	
Serial Number:	87930484	CAPNA SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	3102556200		
<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:	310-255-6100		
Email:	patentsandtrademarks@ffslaw.com		
Correspondent Name:	Mark B. Mizrahi		
Address Line 1:	1888 CENTURY PARK EAST		
Address Line 2:	15th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	27317-200		
NAME OF SUBMITTER:	Mark B. Mizrahi		
SIGNATURE:	/mark b mizrahi/		
DATE SIGNED:	10/11/2019		

OP \$115.00 5470552

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Agreement"), having an effective date of October 10, 2019 (the "Effective Date"), is made by and between Capna Intellectual, a California corporation ("Assignor") and Capna IP Capital, LLC, a California limited liability company ("Assignee"). For purposes of this Agreement, Assignor and Assignee may be referred to individually as a "Party," and collectively as the "Parties."

WHEREAS, Assignor is owner of all right, title and interest in and to the trademarks listed in **Schedule A** hereto in connection with "machinery, namely, equipment for extraction of oils from botanical compounds" and the trademark applications and registrations therefor also identified in Schedule A (hereinafter collectively "the Trademarks") and the goodwill of the business symbolized by these marks;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks and all goodwill of the business symbolized by these marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Trademarks (including the various trademark applications and registrations described in Schedule A) together with the good will of the business symbolized thereby, or portion thereof, to which each mark pertains, and together with all claims for damages by reason of past infringement thereof or act of unfair competition relating thereto, with the right to sue for damages, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and legal representatives.

Assignor warrants and represents that it has the right to assign all of the rights being assigned to Assignee under this Agreement and that it has not heretofore assigned those rights to anyone else. In order to give full force and effect to the assignment granted herein, Assignor further agrees to promptly obtain and execute formal assignment documents to assign the above-identified trademark as may be dictated by the trademark laws of the United States. All of the recitals referred to in this Agreement are made a part hereof and incorporated in this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date appearing above.

ASSIGNOR

By: _____

Name: Vitaly Mehh

Title: CEO

ASSIGNEE

By: _____

Name: Yevgeniy Galysuk

Title: Secretary

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Jurisdiction</u>	<u>Goods</u>
CAPNA FABRICATION	5470552	87255690	United States	Machinery, namely, equipment for extraction of oils from botanical compounds
CAPNA SYSTEMS	N/A	87930484	United States	Machinery, namely, equipment for extraction of oils from botanical compounds
ATLES	5795933	88055945	United States	Machinery, namely, equipment for extraction of oils from botanical compounds
ETHOS	5817913	88055914	United States	Machinery, namely, equipment for extraction of oils from botanical compounds
CAPNA SYSTEMS	17920477	17920477	European Union	Machinery, namely, equipment for extraction of oils from botanical compounds