# OP \$40.00 5149122

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM693265

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Yes Shoppe Inc.		09/01/2021	Corporation: CALIFORNIA

# **RECEIVING PARTY DATA**

Name:	Oui Lab Inc.
Doing Business As:	IntiMD Inc.
Street Address:	15362 Valley Blvd.
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91746
Entity Type:	Corporation: CALIFORNIA

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5149122	INTIMD

# **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 6266253719

**Email:** weller.c@intimd.com

Correspondent Name: Oui Lab Inc.

Address Line 1: 15362 Valley Blvd.

Address Line 4: City of Industry, CALIFORNIA 91746

NAME OF SUBMITTER:	Weller Chen
SIGNATURE:	/weller chen/
DATE SIGNED:	12/08/2021

# **Total Attachments: 4**

source=Trademark-Assignment-Agreement (Yes Shoppe to Oui Lab) signed#page1.tif source=Trademark-Assignment-Agreement (Yes Shoppe to Oui Lab) signed#page2.tif source=Trademark-Assignment-Agreement (Yes Shoppe to Oui Lab) signed#page3.tif source=Trademark-Assignment-Agreement (Yes Shoppe to Oui Lab) signed#page4.tif

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# **Trademark Assignment**

This **Trademark Assignment** (hereinafter referred to as the "Assignment") is made and entered into on [09/01/2021] (the "Effective Date") by and between the following parties:

[Yes Shoppe Inc.] [15362 Valley Blvd. City of Industry, CA 91746]
(the "Assignor")
AND
[Oui Lab Inc.] [15362 Valley Blvd. City of Industry, CA 91746]
(the "Assignee")
WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in Exhibit A attached hereto; and
WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and
WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.
NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

# 1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as the recipient of Assignors entire right, title, and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

# 2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title, and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered, and that this Assignment does not infringe on the rights of any person.

# 3. GOVERNING LAW.

This Assignment is governed by and is to be construed in accordance with the laws of the State of [California]

# 4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

# 5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

# **6. ADVICE OF COUNSEL.**

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

**IN WITNESS** whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:		
By: <u>(1887)</u>	Date: _	09/01/2021
Assignee:		
By: <u> </u>	Date: _	09/01/2021

# Exhibit A

# **List of Trademark/Service Mark**

**RECORDED: 12/08/2021** 

Trademark/Service mark: \_INTIMD\_\_\_\_\_\_Registration/Application number: \_\_5149122\_\_\_\_\_\_

