

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6371292

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
ALLUSTRA TECHNOLOGIES LLC	10/15/2020

## RECEIVING PARTY DATA

<b>Name:</b>	BELAJ INNOVATIONS LLC
<b>Street Address:</b>	312 W. 8TH ST
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75208

## PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	10299994
Patent Number:	9463155
Application Number:	16379102
Patent Number:	7025966
Patent Number:	7303753
Patent Number:	7758864
Patent Number:	8114413
Patent Number:	8318178
Patent Number:	8388978
Patent Number:	9877914
Patent Number:	10688008
Application Number:	16856241
Patent Number:	7744932
Patent Number:	8084066
Patent Number:	8084063
Patent Number:	8758839
Patent Number:	8445036
Patent Number:	9844503
Patent Number:	9101555
Patent Number:	9622965

PATENT

Property Type	Number
Patent Number:	9668964
Patent Number:	10434056
Application Number:	16554037
Patent Number:	D687711
Patent Number:	D721967
Patent Number:	D795074
Patent Number:	D739741
Patent Number:	D825341
Patent Number:	D842115
Patent Number:	D843835
Patent Number:	D589665

#### 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:** 12148936809

**Email:** jon@szarzynski.com

**Correspondent Name:** JONATHAN SZARZYNSKI

**Address Line 1:** 312 W 8TH ST

**Address Line 4:** DALLAS, TEXAS 75208

<b>NAME OF SUBMITTER:</b>	JONATHAN SZARZYNSKI
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<b>SIGNATURE:</b>	/jonathan szarzynski/
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<b>DATE SIGNED:</b>	10/27/2020
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#### Total Attachments: 5

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## ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into on October 15, 2020 (the "Effective Date"), by **Allustra Technologies LLC**, a Delaware Limited Liability Company with an address of 16251 Dallas Pkwy, Addison, TX 75001 ("Assignor") and **BELAJ INNOVATIONS LLC**, a Texas Limited Liability Company, with an address of 312 W. 8<sup>th</sup> St., Dallas, TX 75208 USA ("Assignee").

### RECITALS

A. Assignor is the owner of the Patents set forth on Exhibit A hereto (the "Patents").

B. Assignor and Assignee have agreed by way of a purchase agreement (the "Purchase Agreement") dated October 15, 2020, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail,

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any United States counterparts of any of the foregoing in, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for injunctive relieve, damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past,

present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. Assignor hereby acknowledges and agrees that all of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

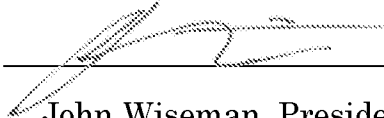
4. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority.

*Signature Page Follows*

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Effective Date.

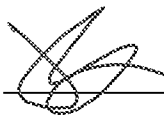
Assignor:

**Allustra Technologies LLC**

By: \_\_\_\_\_  
John Wiseman, President

Assignee:

**BELAJ INNOVATIONS LLC**

By: \_\_\_\_\_  
Jonathan Szarzynski, President

**EXHIBIT A**

**TO ASSIGNMENT AGREEMENT**

<b>App Serial Number</b>	<b>Patent No.</b>	<b>Title</b>
<b>Cellulite Reduction US Patents and US Pending Application</b>		
15/283884	10299994	Cosmetic compositions and uses thereof
14/204553	9463155	Cosmetic compositions and uses thereof
16/379102	n/a (pending)	Cosmetic compositions and uses thereof
<b>Marine Botanical US Patents and US Pending Application</b>		
10/751684	7025966	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
11/300641	7303753	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
11/937960	7758864	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
12/817870	8114413	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
13/331783	8318178	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
13/331912	8388978	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
13/769580	9877914	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
15/841577	10688008	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
16/856241	n/a (pending)	Compositions of marine botanicals to provide nutrition to aging and environmentally damaged skin
<b>Magnolia Extract US Patents and US Pending Application</b>		
12/048953	7744932	Magnolia extract containing compositions
12/706557	8084066	Magnolia extract containing compositions
12/907362	8084063	Magnolia extract containing compositions
13/297755	8758839	Magnolia extract containing compositions
13/324670	8445036	Magnolia extract containing compositions
14/289262	9844503	Magnolia extract containing compositions
14/682552	9101555	Magnolia extract containing compositions
14/683847	9622965	Magnolia extract containing compositions
15/454803	9668964	Magnolia extract containing compositions
15/816175	10434056	Magnolia extract containing compositions
16/554037	n/a (pending)	Magnolia extract containing compositions
<b>Lip Gloss US Design Patent</b>		
29/403904	D687711	Cosmetic container

App Serial Number	Patent No.	Title
<b>Serum US Design Patents</b>		
29/458,540	D721,967	Cosmetic Container
29/537,044	D795,074	Cosmetic Container
29/511,912	D739,741	Cosmetic Container
29/605,730	D825,341	Bottle
29/655,903	D842,115	Bottle
29/610,184	D843,835	Cosmetic Container
<b>Cosmetic Sponge US Design Patent</b>		
29/321183	D589665	Sponge