

ASSIGNMENT

ASSIGNMENT, made on this 25 day of August, 2023 between Regenerative Medicine International, LLC, with a principal place of business at 34156 US Hwy North, Palm Harbor, FL 34684, (hereinafter "ASSIGNOR") and Mark C. Healy of Michael Moecker & Associates, Inc., whose address is 1885 Marina Mile Blvd., Suite 103, Fort Lauderdale, FL 33315, (hereinafter "ASSIGNEE").

WHEREAS, the ASSIGNOR has been engaged in the business of developing a facial product.

WHEREAS, the ASSIGNOR is indebted to creditors, as set forth in Schedule A annexed hereto, is unable to pay its debts as they become due, and is desirous of providing for the payment of its debts, so far as it is possible by an assignment of all of its assets for that purpose.

NOW, THEREFORE, the ASSIGNOR, in consideration of the ASSIGNEE'S acceptance of this Assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the ASSIGNEE, his or her successors and assigns, all of its assets, except such assets as are exempt by law from levy and sale under and execution, including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the ASSIGNOR, and all books, records, and electronics data pertaining to all such assets, wherever such assets may be located, hereinafter the "ESTATE," as which assets are, to the best knowledge and belief of the ASSIGNOR, set forth on Schedule B annexed hereto.

The ASSIGNEE shall take possession of, and protect and preserve, all such assets and administer the ESTATE in accordance with the provisions of Chapter 727, Florida Statutes, and shall liquidate the assets of the ESTATE with reasonable dispatch and convert the ESTATE into money, collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this Assignment from the proceeds of such liquidations and collections.

The ASSIGNEE shall then pay and discharge in full, to the extent that funds are available in the ESTATE after payment of administrative expenses, costs, and disbursements, all of the debts and liabilities now due from the ASSIGNOR, including interest on such debts and liabilities. If funds of the ESTATE shall not be sufficient to pay such debts and liabilities in full, then the ASSIGNEE shall pay from funds of the ESTATE such debts and liabilities, on a pro rata basis and in proportion to their priority as set forth in Section 727.114, Florida Statutes.

If all debt and liabilities are paid in full, any funds of the ESTATE remaining shall be returned to the ASSIGNOR.

To accomplish the purposes of this Assignment, the ASSIGNOR hereby appoints the ASSIGNEE its true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary to execute the Assignment hereby created; to demand and recover from all persons all assets of the ESTATE; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him or her to assist the ASSIGNEE in carrying out his or her duties hereunder.

The ASSIGNOR hereby authorizes the ASSIGNEE to sign the name of the Assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of the ASSIGNOR, or to sign the name of the ASSIGNOR to any instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this Assignment.

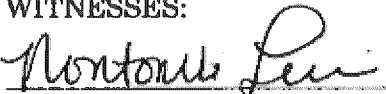
The ASSIGNEE hereby accepts the trust created by the Assignment, and agrees with the ASSIGNOR that the ASSIGNEE with faithfully and without delay carry out his duties under the Assignment.


WITNESSES:





WITNESSES:







Erin Sullivan



By: Marissa Harrell
Regenerative Medicine International, LLC



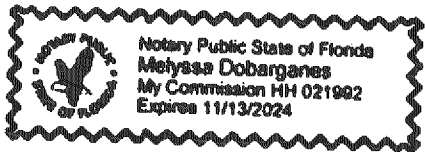
By: Mark C. Healy, Assignee
1885 Marina Mile Blvd., Suite 103
Fort Lauderdale, FL 33315

STATE OF FLORIDA)

COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of August, 2023, by Marissa Harrell, of Regenerative Medicine International, LLC. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]



Melyssa Dobarganes
Notary Public

Melyssa Dobarganes
Name typed, printed or stamped

STATE OF FLORIDA)

COUNTY OF)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of August, 2023, by Mark C. Healy, who is personally known to me or has produced _____ as identification.

[Notary Seal]



Nontombi Levine
Notary Public

Nontombi Levine
Name typed, printed or stamped

**VERIFICATION OF ASSIGNMENT TO MARK C. HEALY
AND SCHEDULES BY ASSIGNOR**

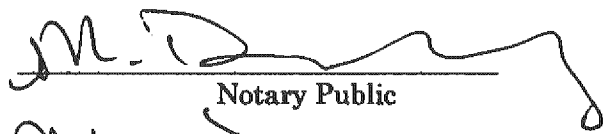
The undersigned, Marissa Harrell of Regenerative Medicine International, LLC, hereby verifies the assignment of all of its rights, title and interest in and to all of its assets, as indicated on the attached Schedules to that Assignment as filed with this court on _____, 2023 and further verifies each of the facts set forth in the Schedules annexed to the Assignment to the best of my knowledge and belief.

Signature: 
Marissa Harrell, President/CEO

STATE OF FLORIDA)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of August, 2023, by _____ of _____. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]


Notary Public
Melissa Dobarganes
Name typed, printed or stamped



ACCEPTANCE OF ASSIGNMENT

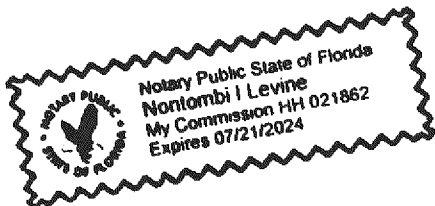
The undersigned, Mark C. Healy, the Assignee herein, duly acknowledges that the Assignee accepts delivery of the assignment and that he or she will duly perform the duties imposed upon the Assignee pursuant to chapter 727, Florida Statutes.

By: [Signature]
Mark C. Healy, Assignee

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of August, 2023, by Mark C. Healy, who is personally known to me or has produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Nontombi Levine
Name typed, printed or stamped

SCHEDULE A - CREDITOR LIST

1. SECURED CREDITORS: n/a

<u>NAME AND ADDRESS</u>	<u>AMOUNT</u>	<u>COLLATERAL</u>	<u>DISPUTED</u>
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2. WAGES OWED: n/a

<u>NAME AND ADDRESS</u>	<u>AMOUNT</u>	<u>COLLATERAL</u>	<u>DISPUTED</u>
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3. CONSUMER DEPOSITS: n/a

4. LIST OF ALL TAXES OWED: See attached

5. UNSECURED CLAIMS OWED:

Florida Department of Revenue \$0.00
 PO Box 6668
 Tallahassee, FL 32314-6668

Internal Revenue Service \$0.00
 PO Box 7346
 Philadelphia, PA 19101-7346

Pinellas County Tax Collector \$0.00
 PO Box 6288
 Clearwater, FL 33758

Cosmetic Medicine Enterprise \$97,500.00
 34156 US Highway 19 N
 Palm Harbor, FL 34684

Gerald Beougher 17754 E Woolsey Way Rio Verde, AZ 85263	\$500,000.00	Disputed
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Gerald Beougher c/o Cody James Jess, Esq. Moyes Sellers & Hendricks 1850 North Central Avenue, Ste. 1100 Phoenix, AZ 85004-4541	\$500,000.00	Disputed
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Jon A. Titus, Esq. **\$6,905.00**
David A. Fitzgerald, Esq.
TITUS BRUECKNER SPITLER & SHELTS PLC
8355 East Hartford Drive, Ste. 200
Scottsdale, Arizona 85255

Marissa Harrell
34156 US Hwy 19 North
Palm Harbor, FL 34684

6. OWNERS OR SHAREHOLDERS:

<u>NAME AND ADDRESS</u>	<u>PERCENT OF OWNERSHIP</u>
Marissa Harrell Regenerative Medicine International, LLC 34156 US Hwy 19 North Palm Harbor, FL 34684	100%

7. LIST ALL PENDING LITIGATION AND OPPOSING COUNSEL OF RECORDS:

<u>STYLE</u>	<u>PARTIES</u>	<u>OPPOSING COUNSEL OF RECORD</u>
Case No. 2:22-cv-01930-SPL Gerald Beougher v. Regenerative Medicine International, LLC, et al	Cody James Jess, Esq. Moyes Sellers & Hendricks 1850 North Central Avenue, Ste. 1100 Phoenix, AZ 85004-4541	

SCHEDULE B - LIST OF ASSETS

List each category of assets and for each give approximate value obtainable for the assets on the date of the Assignment, and address where assets are located.

I. NONEXEMPT PROPERTY:

DESCRIPTION	LIQUIDATION VALUE AT DATE OF ASSIGNMENT
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1.	LEGAL DESCRIPTION AND STREET ADDRESS OF REAL ESTATE, INCLUDING LEASEHOLD INTERESTS: n/a
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2.	FURNITURE: n/a
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3.	CASH AND BANK ACCOUNTS: \$1,801.17
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4.	INVENTORY: n/a
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5.	ACCOUNTS RECEIVABLE: n/a
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6.	EQUIPMENT \$
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7.	PREPAID EXPENSES, including deposits, insurance, rents, utilities:
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8.	OTHER:
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Intellectual Property including Trademark- Humallgen. Unknown Value

Potential causes of action owned directly or derivatively by Assignor. Unknown Value

II. EXEMPT PROPERTY: N/A