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ETAS ID: TM312879

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T AMIR TADAYON		07/07/2014	INDIVIDUAL
RECEIVING PARTY DATA			
Name:	Pro Blend Nutrition LLC		
Street Address:	12 Mechanic St		
City:	Hillsboro		
State/Country:	WISCONSIN		
Postal Code:	54634		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75288865	PRO BLEND	
CORRESPONDENCE DATA			
Fax Number:	4804521969		
<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:	480-225-1186		
Email:	amirtadayon4@gmail.com		
Correspondent Name:	amri tadayon		
Address Line 1:	7373 e. Double tree ranch rd		
Address Line 2:	#200		
Address Line 4:	Scottsdale, ARIZONA 85258		
NAME OF SUBMITTER:	Amir Tadayon		
SIGNATURE:	/Amir Tadayon/		
DATE SIGNED:	08/04/2014		
Total Attachments: 5			
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SEPARATION AGREEMENT

This Separation Agreement is made and entered into by and between the following parties:

- Pro Blend Nutrition, LLC
- David Prechel
- Amir Tadayon

Pro Blend Nutrition, LLC, David Prechel, and Amir Tadayon are sometimes collectively referred to below as “the Parties.”

RECITALS

- A. Pro Blend Nutrition, LLC is an Arizona limited liability company.
- B. David Prechel is the Manager of Pro Blend Nutrition, LLC.
- C. Amir Tadayon is currently a member of Pro Blend Nutrition, LLC.
- D. The Parties desire to enter into this Separation Agreement to set forth the terms and conditions regarding Amir Tadayon’s voluntary relinquishment of his membership rights and all interests in Pro Blend Nutrition, LLC.
- E. The Parties have also executed a First Amended Operating Agreement of Pro Blend Nutrition, LLC. Except as stated below (and specifically with respect to the removal of Amir Tadayon as a member), this Separation Agreement is not intended to replace the terms or conditions of the original or First Amended Operating Agreement of Pro Blend Nutrition, LLC.

COVENANTS

The Parties agree as follows:

1.0. Separation from Pro Blend Nutrition, LLC.

1.1. Amir Tadayon agrees to voluntarily and fully relinquish his membership rights and all interests in Pro Blend Nutrition, LLC.

1.2. This separation shall occur immediately upon the signing of this Separation Agreement and the First Amended Operating Agreement of Pro Blend Nutrition, LLC. Amir Tadayon also understands and agrees that Pro Blend Nutrition, LLC shall file an Amended Articles

of Organization with the Arizona Corporation Commission to remove his name as a member.

1.3. The Parties intend for this separation to be of the broadest nature possible, meaning that the Parties agree and understand that Amir Tadayon shall not have any remaining rights, interests, or other membership in Pro Blend Nutrition, LLC as of the date the Parties sign this Separation Agreement and going forward thereafter.

1.4. As part of this separation, and upon the signing of this Separation Agreement, Amir Tadayon agrees to transfer to David Prechel all ownership interest in, the formula for, and the exclusive right to use the trademark of, Pro Blend 55. Amir Tadayon agrees to complete all paperwork and other documents necessary to fully effectuate the transfer of Pro Blend 55.

2.0. Payment to Amir Tadayon.

2.1. In exchange for the separation contained within Section 1.0 above, David Prechel agrees to pay to Amir Tadayon the total amount of \$32,000.00.

2.2. David Prechel shall pay this total amount to Amir Tadayon according to the following payment schedule:

- a. David Prechel has already paid \$4,000.00 to Amir Tadayon.
- b. David Prechel will pay \$11,000.00 to Amir Tadayon on or before July 15, 2014.
- c. David Prechel will pay \$2,000.00 per month to Amir Tadayon for the next eight consecutive months, and \$1,000.00 in the ninth month.
- d. David Prechel may prepay the remaining balance owed without any penalty.

2.3. Amir Tadayon agrees and understands that this is the only payment he will receive from David Prechel and Pro Blend Nutrition, LLC in exchange for his separation from Pro Blend Nutrition, LLC.

3.0. Agreement Not To Market Other Related Products / Hold Harmless Agreement.

3.1. In exchange for the separation contained within Section 1.0, above, Pro Blend Nutrition, LLC agrees not to market the following products, for which Amir Tadayon also holds trademark rights:

- Quiet Night Sleep Aid
- Andraflex Cream

- Andraflex Capsules

3.2. Amir Tadayon shall maintain all rights to own and use the trademarks for these products.

3.3. Amir Tadayon also agrees to defend, indemnify, and hold Pro Blend Nutrition, LLC (and its Manager and Members) harmless from any and all types of demands, claims, or lawsuits related to Quiet Night Sleep Aid, including, but not limited to, any demands, claims, or lawsuits from any investor, lender, or other third party. Amir Tadayon agrees and understands that he is solely responsible for all financial obligations related to Quiet Night Sleep Aid (including any amounts owed to any investor or lender), and agrees that he will defend, indemnify, and hold harmless Pro Blend Nutrition and its Manager and Members against any such obligations.

4.0 Release and Discharge.

4.1. In consideration for the items discussed above, Amir Tadayon forever releases, relinquishes, waives, acquits, and discharges David Prechel, Pro Blend Nutrition, LLC, and their employees, officers, directors, trustees, attorneys, affiliates, subsidiaries, predecessors, successors, attorneys, assigns, insurers, manager, members, and agents, from any and all actions, causes of action, claims, demands, losses, damages, costs, losses of services, expenses, compensations, etc., on account of, or in any way relating or arising from, Amir Tadayon's membership interest in Pro Blend Nutrition, LLC.

4.2. In consideration for the items discussed above, David Prechel and Pro Blend Nutrition, LLC forever release, relinquish, waive, acquit, and discharge Amir Tadayon from any and all actions, causes of action, claims, demands, losses, damages, costs, losses of services, expenses, compensations, etc., on account of, or in any way relating or arising from, Amir Tadayon's membership interest in Pro Blend Nutrition, LLC.

5.0 Non-Disparagement.

The Parties agree not to disparage or speak poorly about each other to any third party. The Parties agree and understand that professionalism is required going forward and that this provision is intended to require the Parties to deal with each other, and speak about each other, professionally and without any disparaging comments. Violating this provision is a material breach of this Separation Agreement and shall entitle the non-violating Party to bring legal action against the violating Party, including a request for injunctive relief and/or monetary damages.

6.0 Return of Company Property.

Upon signing this Separation Agreement, Amir Tadayon agrees to return to David Prechel

the original and all copies of all property that belongs to Pro Blend Nutrition, LLC. This property includes, but is not limited, all contracts, financial data, customer lists, contacts, books, records, promotional material, and all other items. Failure to return this property is a material breach of this Separation Agreement.

7.0 Allocation of Any Taxable Losses.

The Parties agree and understand that 100% of any losses of Pro Blend Nutrition, LLC from its inception and until the signing of this Separation Agreement and the First Amended Operating Agreement of Pro Blend Nutrition, LLC shall be allocated solely to David Prechel. The Parties agree to rely upon the tax advice of their own advisors regarding the tax implications, if any, of this provision.

8.0 Miscellaneous Provisions.

8.1. Alternative Dispute Resolution. If any dispute arises between the Parties regarding this Separation Agreement, the Parties agree to speak within 7 calendar days of either Party providing notice of a dispute to the other party. The Parties shall speak in good faith and attempt to resolve the dispute. If the Parties cannot resolve the dispute, the Parties shall then have all rights and remedies available to them under the law.

8.2. Jurisdiction and Venue. In the event a dispute arises that the Parties cannot resolve, the Parties agree that the Maricopa County Superior Court located in Phoenix, Arizona and/or the United States District Court, District of Arizona, shall have the sole and exclusive venue to hear any dispute regarding this Separation Agreement. The Parties also agree to personal the jurisdiction of these courts, and waive all defenses regarding improper venue or lack of personal jurisdiction.

8.3. Assignments. The Parties may not transfer or assign this Separation Agreement without the prior written consent from the other Party.

8.4. Applicable Law. This Separation Agreement shall be governed by Arizona law.

8.5. Entire Agreement. This Separation Agreement is the entire agreement between the Parties regarding the issues discussed in this Separation Agreement and supersedes all prior contracts, agreements, proposals, and representations, whether written or oral. However, this Separation Agreement does not supersede, but rather works with, the First Amended Operating Agreement and the Amended Articles of Organization of Pro Blend Nutrition, LLC.

8.6. Attorneys' Fees and Costs. In the event either Party retains legal counsel to enforce any term or condition of this Separation Agreement, the prevailing Party in any dispute shall be entitled to reimbursement from the other Party for its reasonable attorneys' fees and costs.

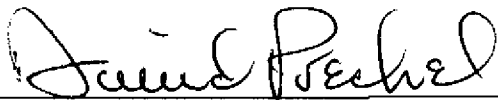
8.7. Amendments. The Parties agree that no amendment, modification, or waiver of this Separation Agreement shall be valid or enforceable unless made in writing and signed by all the Parties.

8.8. Severability. In the event a Court of competent jurisdiction determines that any provision in this Separation Agreement is null and void, all other provisions shall survive and remain enforceable against the Parties.

8.9. Counterparts. The Parties may sign this Separation Agreement in counterparts. Facsimile copies shall have the same force and effect as originals.

8.10. Effectiveness. This Separation Agreement shall become effective upon a Party immediately following execution by that Party.

PLEASE READ THIS SEPARATION AGREEMENT CAREFULLY BEFORE SIGNING. BY SIGNING THIS SEPARATION AGREEMENT, YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.



David Prechel
Individually and as the Manager of
Pro Blend Nutrition, LLC

7-7-14

Date



Amir Tadayon

7/7/2014

Date