

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Therapeutic Research Center II, LLC		09/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Therapeutic Research Faculty, LLC		
Street Address:	3120 W. March Lane		
City:	Stockton		
State/Country:	CALIFORNIA		
Postal Code:	95216		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77534161	NATURAL MEDWATCH	
Serial Number:	77502416	5	
CORRESPONDENCE DATA			
Fax Number:	9169303201		
<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:	9169303271		
Email:	carolanne.bashir@dlapiper.com		
Correspondent Name:	Scott W. Pink		
Address Line 1:	400 Capitol Mall, Suite 2400		
Address Line 4:	Sacramento, CALIFORNIA 95814-4428		
ATTORNEY DOCKET NUMBER:	387081-900100		
NAME OF SUBMITTER:	Carol Anne Bashir		
SIGNATURE:	/Carol Anne Bashir/		
DATE SIGNED:	10/13/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Agreement*") is made and entered into by and between Therapeutic Research Center II, LLC, a Delaware limited liability company with an address of 3120 W. March Lane, Stockton, CA 95216 ("*Assignor*"), and Therapeutic Research Faculty, LLC a Delaware limited liability company with an address of 3120 W. March Lane, Stockton, CA 95216 ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title, and interest in and to the trademarks set forth in the table below, together with the common law rights and goodwill associated therewith (the "*Intellectual Property*").

Trademark	U.S. Registration No.	Registration Date
NATURAL MEDWATCH & Design	77/534161	7/29/2008
5 & Design	77/502416	1/27/2009

WHEREAS, Assignor has agreed to transfer ownership to Assignee of the Intellectual Property, together with the common law rights and goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Intellectual Property throughout the world, known and unknown, including all registrations, pending applications, renewals and extensions of the foregoing, common law rights, goodwill, and all rights of action, powers and benefit to the Intellectual Property, due or accrued, including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of any infringement of the Intellectual Property.

Assignor represents and warrants that Assignor owns all right, title, and interest in and to the Intellectual Property, free and clear of all liens, claims and encumbrances. Assignor further warrants and represents that to the best of its knowledge the Intellectual Property does not infringe or violate and has not infringed or violated the patent, copyright, trademark, trade name, service mark, trade secrets, or other proprietary rights of any person, nor has any claim of infringement or violation been made against the Intellectual Property. Assignor has no knowledge of any suit, action, claim, proceeding, or governmental or administrative investigation or action pending or threatened against the Intellectual Property. The sale, transfer, assignment, and delivery of the Intellectual Property will transfer to Assignee full legal title to the Intellectual Property, free and clear of all liens and encumbrances.

Assignor on and after the Effective Date of this Agreement, shall at the reasonable request and the expense of Assignee: (a) execute and deliver or cause to be delivered any

documents and further instruments of assignment consistent with the present assignment and that may be reasonably required to evidence or effectuate the assignment of the Intellectual Property, and (b) take or cause to be taken all such other actions, as may reasonably be deemed necessary or desirable in order for Assignee to obtain the full benefits of the present assignment of all the Intellectual Property and to maintain and enforce the Intellectual Property in all countries.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances necessary, or expedient, in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee, or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Intellectual Property that may have accrued in Assignor's favor from the respective date of first use of any of the Intellectual Property to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

Each party represents that it has the power and authority to enter into this Trademark Assignment Agreement. If any term of this Assignment is held void, voidable, invalid, inoperative or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect.

This Agreement shall be deemed effective only as of the date on which it has been fully executed by all parties (the "*Effective Date*"). It may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

This Agreement shall be governed and construed in accordance with the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents, without reference to its conflicts of law principles. The exclusive jurisdiction and venue for any disputes arising out or relating to this Agreement shall be a court of competent jurisdiction located in or having jurisdiction over Sacramento County, California. Each party hereby consents to the personal jurisdiction of said courts and waives any objection to the jurisdiction of said courts based on forum non conveniens or any other grounds.

The parties agree that due to the unique nature of this Agreement, there can be no adequate remedy at law for any breach of the Assignor's obligations under this Agreement, and such breach will result in irreparable harm to Assignee. Therefore, upon any such breach, Assignee shall be entitled to injunctive relief, including specific performance, a temporary restraining order, or preliminary injunction, in addition to whatever remedies it may have at law.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of this 9th day of September, 2015.

ASSIGNOR:

Therapeutic Research Center II, LLC,
a Delaware limited liability company

By: Chris Capron
Title: Treasurer
Date: 9/9/15

ASSIGNEE:

Therapeutic Research Faculty,
a Delaware limited liability company

By: Chris Capron
Title: Treasurer
Date: 9/9/15