# OP \$40.00 2237537

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM366293

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tadayon Health LLC		12/09/2015	LIMITED LIABILITY COMPANY: ARIZONA

### **RECEIVING PARTY DATA**

Name:	Pro Blend Nutrition, LLC	
Street Address:	12 Mechanic Street	
City:	Hillsboro	
State/Country:	WISCONSIN	
Postal Code:	54634	
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2237537	PRO BLEND

## **CORRESPONDENCE DATA**

**Fax Number:** 4142715770

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:** 414-271-7590

Email: ronih@andruslaw.com
Correspondent Name: Joseph D. Kuborn

Address Line 1: 100 East Wisconsin Avenue

Address Line 2: Suite 1100

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	5846-00009
NAME OF SUBMITTER:	JOSEPH D. KUBORN
SIGNATURE:	/Joseph D. Kuborn/
DATE SIGNED:	12/17/2015

**Total Attachments: 2** 

source=5846-00009\_Executed\_Assignment#page1.tif source=5846-00009 Executed Assignment#page2.tif

TRADEMARK
REEL: 005693 FRAME: 0188

# Trademark Assignment

This Trademark Assignment (this "Assignment") is made effective as of July 7, 2014 ("Effective Date") by and between Tadayon Health LLC, an Arizona limited liability company ("Assignor"), and Pro Blend Nutrition, LLC, an Arizona limited liability company ("Assignee"). In consideration of the premises, and for good and valuable consideration paid by Assignee to Assignor as set forth in a Separation Agreement executed July 7, 2014, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the trademark PRO BLEND ("the Trademark"), together with the goodwill associated with the Trademark, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are of may be secured under the laws of the United States or any foreign country, now or hereafter in effect, including the following registration:

US Trademark Reg. No. 2,237,537 PRO BLEND

for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

- 2. Assignor represents and warrants that: (i) as of the effective date, it was the sole and exclusive owner of the entire right, title and interest in and to the Brademark (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.
- 3. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by

Page 1 of 2

Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademark and this Assignment; and (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country. This Assignment shall be binding upon the parties, their successors and/or assigns, and all other acting by, through, with, or under their direction and all those in privity therewith.

Assignor:	Assignee:
Tadayon Health LLC	Pro Blend Nutrition, LLC
Amir Tadayon	David Prechel
Member	Manager
Date: 12/9/15	Date: 12-14-15
Assignor Notary	
State of AVIZONA	
County of MARICOPA )	
Sworn to before me this day of	The second state of the second
Notary Public	
Motory Public  Markopa County Arteons My Contra. Explose:11-17-17	
(SEAL)	

Page 2 of 2