

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Supple, LLC		01/01/2014	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Supple Brands, LLC		
Street Address:	785 County Road CB, Suite 100		
City:	Neenah		
State/Country:	WISCONSIN		
Postal Code:	54956		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77982921	SUPPLE	
Registration Number:	4466738	SUPPLE	
Registration Number:	4451573	SUPPLE	
Registration Number:	3330620	SUPPLE	
CORRESPONDENCE DATA			
Fax Number:	3109145812		
<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:	310-312-4311		
Email:	JRochman@manatt.com, GDelcoure@manatt.com, IPDocket@manatt.com		
Correspondent Name:	J. Rochman c/o Manatt, Phelps & Phillips		
Address Line 1:	11355 W. Olympic Blvd.		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	43518-031		
NAME OF SUBMITTER:	Gayle K Delcoure, IP/Trademark Paralegal		
SIGNATURE:	/G. Delcoure/		
DATE SIGNED:	02/03/2016		
Total Attachments: 8			

CH \$115.00 77982921

source=Supple Brands, LLC Trademark Assignment#page1.tif
source=Supple Brands, LLC Trademark Assignment#page2.tif
source=Supple Brands, LLC Trademark Assignment#page3.tif
source=Supple Brands, LLC Trademark Assignment#page4.tif
source=Supple Brands, LLC Trademark Assignment#page5.tif
source=Supple Brands, LLC Trademark Assignment#page6.tif
source=Supple Brands, LLC Trademark Assignment#page7.tif
source=Supple Brands, LLC Trademark Assignment#page8.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made as of the 1st day of January, 2014 (the "**Effective Date**") by and between Supple, LLC, a limited liability company duly organized and existing under the laws of the State of Connecticut and having its principal place of business at 785 County Road CB, Suite 100, Neenah, WI 54956 ("**Assignor**") and Supple Brands, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and having its principal place of business at 785 County Road CB, Suite 100, Neenah, WI 54956 ("**Assignee**").

WHEREAS, Assignor has agreed in an Intellectual Property Assets Purchase Agreement, dated January 1, 2014 (the "Agreement"), by and among Assignor and Assignee, to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks and all foreign rights throughout the world corresponding to the Transferred Trademarks;

WHEREAS, Assignor is the sole owner of the Transferred Trademarks identified and set forth on Schedule A and Schedule B and all foreign rights throughout the world corresponding to the Transferred Trademarks;

WHEREAS, Assignee has agreed in the Agreement to purchase from Assignor all of its right, title, and interest in, to and under said Transferred Trademarks; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein and in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of such Assignor's respective right, title, and interest in, to, and under the Transferred Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, 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 such Assignor if this assignment and sale had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred 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.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Transferred Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Transferred Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Transferred Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

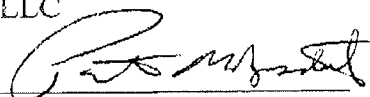
This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

Supple, LLC

By:



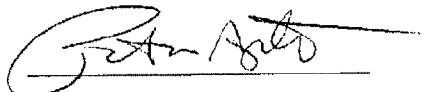
Name: Peter Apatow

Title: CEO, Managing Member

ASSIGNEE

Supple Brands, LLC

By:



Name: Peter Apatow

Title: CEO, Managing Member

SCHEDULE A

Trademarks

Mark	Country	Application Filing Date	Serial No.	Registration Date	Registration No.
SUPPLE	United States	May 27, 2009	77982921	N/A	N/A
SUPPLE	United States	June 1, 2010	85051538	January 14, 2014	4466738
SUPPLE	United States	May 27, 2009	77745023	December 17, 2013	4451573
SUPPLE	United States	June 30, 2004	78443855	November 6, 2007	3330620

Schedule A (Continued) - Common Law Design Trademarks



Schedule B - Common Law Design Trademarks

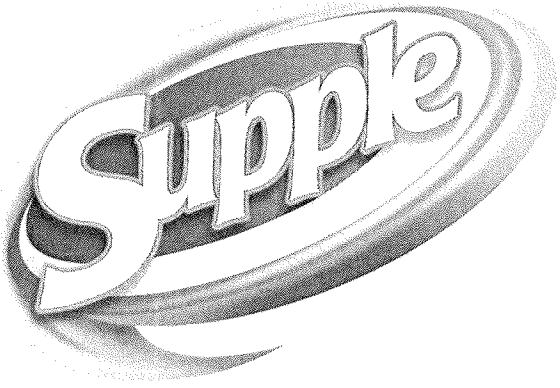


Schedule B (Cont.) - Common Law Design Trademarks



Schedule B (Cont.) - Common Law Design Trademarks

TM



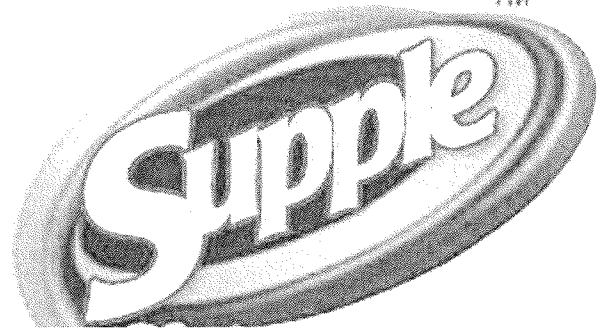
TM



TM



TM



Schedule B (Cont.) - Common Law Standard Character Trademarks

Smart Medicine™

Evidence-Based Solutions to Joint Problems™

The Answer to Joint Problems™

Supple Rehabilitation™

Supple Healthy Joints™

Supple Healthiest Joints™

Ultra Premium Chondroitin Glucosamine Works™

Supple Life™

The Answer for Joint Problems in a Delicious Drink™

The Answer for Joint Problems in a Delicious Supplement™