

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natural Dynamics, LLC		04/29/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Natural Vitality Holding Company, LLC		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3075733	NATURAL CALM	
Registration Number:	3226648	NATURAL VITALITY	
Registration Number:	3697057	NUTRAREV!	
Registration Number:	4432004	ORGANIC CONNECTIONS	
Registration Number:	3467953	ORGANIC LIFE VITAMINS	
Registration Number:	3700290	OSTEO CALM	
Registration Number:	3182588	PETER GILLHAM'S NATURAL VITALITY	
Registration Number:	2346606	THETA POWER	
CORRESPONDENCE DATA			
Fax Number:	7542606505		
<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:	754.260.6514		
Email:	trademarks@naturesproducts.com		
Correspondent Name:	Anthony Robinson, Esq.		
Address Line 1:	1815 Griffin Road		
Address Line 2:	Suite 404		
Address Line 4:	Dania Beach, FLORIDA 33004		
NAME OF SUBMITTER:	Anthony Robinson		

OP \$215.00 3075733

SIGNATURE:	/Anthony Robinson/
DATE SIGNED:	05/05/2016
Total Attachments: 8 source=Trademark Assignment - Natural Dynamics to Natural Vitality Holding Company, LLC (executed 4.29.16)#page1.tif source=Trademark Assignment - Natural Dynamics to Natural Vitality Holding Company, LLC (executed 4.29.16)#page2.tif source=Trademark Assignment - Natural Dynamics to Natural Vitality Holding Company, LLC (executed 4.29.16)#page3.tif source=Trademark Assignment - Natural Dynamics to Natural Vitality Holding Company, LLC (executed 4.29.16)#page4.tif source=Trademark Assignment - Natural Dynamics to Natural Vitality Holding Company, LLC (executed 4.29.16)#page5.tif source=Trademark Assignment - Natural Dynamics to Natural Vitality Holding Company, LLC (executed 4.29.16)#page6.tif source=Trademark Assignment - Natural Dynamics to Natural Vitality Holding Company, LLC (executed 4.29.16)#page7.tif source=Trademark Assignment - Natural Dynamics to Natural Vitality Holding Company, LLC (executed 4.29.16)#page8.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**") dated as of April 29, 2016 (the "**Effective Date**"), is made by and between Natural Dynamics, LLC, a Texas limited liability company with an office at 12200 Anderson Mill Road, Austin, Texas 78726 ("**Assignor**"), and Natural Vitality Holding Company, LLC, a Delaware limited liability company with an office at 1815 Griffin Road, Suite 404, Dania Beach, Florida 33004 ("**Assignee**").

WHEREAS, Assignor owns all right, title and interest in and to each trademark, trademark application for registration and registration identified on Schedule 1A, and all goodwill associated therewith and symbolized thereby (collectively, the "**Trademarks**");

WHEREAS, Assignor and Wellnext LLC, a Delaware limited liability company ("**Original Buyer**") have entered into that certain Asset Purchase Agreement by and between Assignor and Original Buyer, dated as of March 8, 2016 (the "**Purchase Agreement**");

WHEREAS, the Purchase Agreement was assigned by Original Buyer to Assignee pursuant to that certain Assignment and Assumption Agreement, dated as of April 28, 2016, between Original Buyer and Assignee; and

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Trademarks 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 the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (all collectively, the "**Trademark Rights**"). Assignor requests the

Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration of the Trademark Rights; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Trademark Rights, including, without limitation, testifying as to any facts relating to the Trademark Rights assigned herein and this Assignment; (3) in obtaining any additional protection for the Trademark Rights that Assignee reasonably may deem appropriate; and (4) in the implementation or perfection of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and wholly performed therein.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

NATURAL DYNAMICS, LLC

NATURAL VITALITY HOLDING COMPANY, LLC

By: *Kenneth Whitman*

By: Wellnext LLC, as its sole member

Name: *Kenneth Whitman*

Name: Jose Minski

Title: *President*

Title: Chief Executive Officer

[Notary Seal for Assignor]

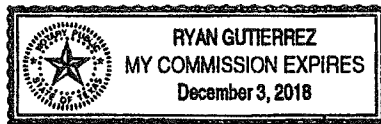
STATE OF *Texas*
COUNTY OF *Tarrant*

Sworn to (or affirmed) and subscribed before me this *27th* day of *Apr*, 20*16*, by *Kenneth Whitman*

Ryan Gutierrez
Notary Public's Signature

Ryan Gutierrez
Notary Name

Personally Known _____ OR
Type of Identification Produced *DL*



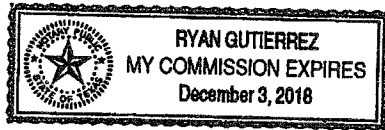
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas

ss.:

COUNTY OF Travis

On this 27th day of April 2016, before me personally came - Kenneth Whitman to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Natural Dynamics, LLC, a Texas limited liability company, and that he executed the foregoing instrument in the firm name of Natural Dynamics, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Ryan Gutierrez
Notary Public State of Texas

Printed Name Ryan Gutierrez

My Commission Expires:

12/13/2018

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

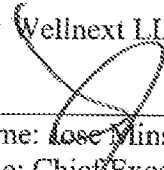
NATURAL DYNAMICS, LLC

NATURAL VITALITY HOLDING
COMPANY, LLC

By: _____

By: Wellnext LLC, as its sole member

Name: _____


Name: Rose Minski

Title: _____

Title: Chief Executive Officer

[Notary Seal for Assignor]

Schedule 1A: Trademarks and Service Marks

Jurisdiction	Mark	App. No. / Reg. No.	App. Date/ Reg. Date	Goods and Services	Case Status
Canada	NATURAL CALM	1243558 TMA667762	01/13/2005 07/14/2006	Nutritional supplement, namely, a magnesium citrate supplement in powder form	Registered
European Union	NATURAL CALM	006902894 006902894	05/09/2008 07/01/2009	<u>Class 5</u> : Nutritional supplements and nutritionally fortified beverages; and <u>Class 32</u> : Powder used in the preparation of nutritionally fortified beverages	Registered
European Union	TRÜMAG	012003869 012003869	07/22/2013 12/17/2013	<u>Class 5</u> : Nutritional supplements; nutritionally fortified beverages; <u>Class 32</u> : Non-alcoholic beverages; powder used in the preparation of nutritionally fortified beverages; <u>Class 35</u> : Retail services, including online retail services in relation to nutritional supplements, nutritionally fortified beverages, non-alcoholic beverages and powder used in the preparation of nutritionally fortified beverages	Registered
Japan	NATURAL CALM	2005-100910/ 4976013	10/27/2005 08/04/2006	<u>Class 5</u> : Revitalizer alteration agents, other agents	Registered
Korea	NATURALCALM	4020140021805 4010933630000	04/02/2014 03/11/2015	<u>Class 5</u> : mineral nutritional supplements, Vitamin preparations,	Registered

Jurisdiction	Mark	App. No. / Reg. No.	App. Date/ Reg. Date	Goods and Services	Case Status
				Pharmaceuticals, Nutritional Supplements, Drinks (Medicinal -)	
Korea	NATURAL VITALITY (& Design)	4020140007184 4010703480000	02/03/2014 11/17/2014	Class 5: mineral nutritional supplements, Vitamin preparations, Pharmaceuticals, Nutritional Supplements, Drinks (Medicinal -)	Registered
Mexico	NATURAL CALM	M1501707 1577348	07/01/2014 07/01/2014	Class 5: Nutritional supplements	Registered
Norway	NATURAL CALM	201302442 271564	02/20/2013 07/17/2013	Class 5: Supplements	Registered
Norway	TRÜMAG	201310663 273397	09/02/2013 12/03/2013	Class 5: Supplements	Registered
Russia	NATURAL CALM	2003725846 275455	12/29/2003 09/22/2004	Class 5: Mineral food-supplements; additives to fodder for medical purposes; dietetic beverages adapted for medical purposes; medicinal infusions; vitamin preparations; preparations of trace elements for human and animal use; pharmaceutical preparations; nervines; sedatives	Registered
US	NATURAL CALM	78/435,092 3,075,733	06/14/2004 04/04/2006	Class 5: Nutritional supplements	Registered
US	NATURAL VITALITY	78/351,290 3,226,648	01/13/2004 04/10/2007	Class 5: Nutritional supplements	Registered
US	NUTRAREV!	77/653,312 3,697,057	01/21/2009 10/13/2009	Class 5: Dietary and nutritional supplements	Registered
US	ORGANIC CONNECTIONS	85/882,999 4,432,004	03/21/2013 11/12/2013	Class 16: Printed magazines in the fields of health, agriculture, food safety, food, beverages, and nutritional products; and Class 41: Providing	Registered

Jurisdiction	Mark	App. No. / Reg. No.	App. Date/ Reg. Date	Goods and Services	Case Status
				a website featuring non-downloadable publications in the nature of magazines in the fields of health, agriculture, food safety, food, beverages, and nutritional products	
US	ORGANIC LIFE VITAMINS	78/954,012 3,467,953	08/17/2006 07/15/2008	<u>Class 5:</u> Nutritional supplements made with organic ingredients	Registered
US	OSTEO CALM	77/653,309 3,700,290	01/21/2009 10/20/2009	<u>Class 5:</u> Dietary and nutritional supplements	Registered
US	PETER GILLHAM'S NATURAL VITALITY	78/531,191 3,182,588	12/13/2004 12/12/2006	<u>Class 5:</u> Nutritional supplements	Registered
US	THETA POWER	75/552,914 2,346,606	09/18/1998 05/02/2000	<u>Class 5:</u> Food supplements consisting of vitamin and mineral supplements	Registered