

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellnext LLC, successor to Health Products Holdings, LLC		05/11/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wellnext Direct, LLC, successor to Nutri-Health Direct, LLC		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2370385	ADAPTAPHASE	
Registration Number:	3081085	AGEBLOCK	
Registration Number:	2844550	CEASEFIRE	
Registration Number:	2582172	CORAL BALANCE	
Registration Number:	2656450	CORTITROPHIN	
Registration Number:	3476230	FAST RESPONSE	
Registration Number:	2547330	GASTRICAID	
Registration Number:	2392601	GENTLE CHANGES	
Registration Number:	3612153	GLABRINEX	
Registration Number:	2844549	LIPICONTROL	
Registration Number:	2368757	MALE BALANCE	
Registration Number:	2290152	PROSTACOL	
Registration Number:	2443253	SWEET SATISFACTION	
Registration Number:	2634859	UNIQUE SWEET	
Registration Number:	3123496	UNIQUE SWEET	
Registration Number:	2873244	VITAMIN RESEARCH PRODUCTS	
Registration Number:	2880703	VRP VITAMIN RESEARCH PRODUCTS	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 2370385

Fax Number: 4122912737

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: 2128082700

Email: rizzosd@pepperlaw.com

Correspondent Name: Pepper Hamilton LLP

Address Line 1: 620 EIGHTH AVENUE

Address Line 2: 37TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10018-1405

ATTORNEY DOCKET NUMBER:	143967.5
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NAME OF SUBMITTER:	Samantha Rizzo
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SIGNATURE:	/Samantha Rizzo/
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DATE SIGNED:	05/12/2016
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") dated as of May 11, 2016, is made by and between Wellnext LLC, a Delaware limited liability company with an office at 1301 Sawgrass Corporate Parkway, Sunrise, Florida 33323, successor to Health Products Holdings, LLC, ("Assignor"), and Wellnext Direct, LLC, a Nevada limited liability company with an office at 1301 Sawgrass Corporate Parkway, Sunrise, Florida 33323, successor to Nutri-Health Direct, LLC ("Assignee"). Assignee and Assignor, collectively shall be referred to as the "Parties").

WITNESSETH:

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement with Vitamin Research Products, LLC ("VRP") dated August 28, 2015, a copy of which is attached hereto as Exhibit A;

WHEREAS, VRP transferred and assigned all of its intellectual property to Assignor pursuant to that certain Assignment and Assumption Agreement entered into between VRP and Assignor on August 28, 2015, a copy of which is attached hereto as Exhibit B;

WHEREAS, the trademarks assigned by VRP to Assignor are listed in Exhibit C attached hereto (the "Trademarks");

WHEREAS, Nutri-Health Direct, LLC changed its name to Wellnext Direct, LLC pursuant to the Certificate of Amendment to Articles of Organization issued by the Secretary of State of the State of Nevada on March 22, 2016 and, Wellnext Direct, LLC is the successor in interest to Nutri-Health Direct, LLC;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks, and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer and conveyance not been made.

2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the

same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee's designee to file and record this Assignment as necessary to perfect title in Assignee.

4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

5. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and undertakings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

ASSIGNEE

WELLNEXT LLC
Successor to Health Products Holdings, LLC

WELLNEXT DIRECT, LLC
Successor to Nutri-Health Direct, LLC

By:  _____

By:  _____

Name: Jose Minski

Name: Jose Minski

Title: Member

Title: Member

EXHIBIT A

EXHIBIT B

EXHIBIT C

Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Class
United States of America	ADAPTAPHASE	75/636150	2370385	02/08/1999	07/25/2000	5
United States of America	AGEBLOCK	76/263231	3081085	05/29/2001	04/18/2006	5
United States of America	CEASEFIRE	76/523367	2844550	06/18/2003	05/25/2004	5
United States of America	CORAL BALANCE	76/318263	2582172	09/28/2001	06/18/2002	5
United States of America	CORTITROPHIN	76/368243	2656450	02/08/2002	12/03/2002	5
United States of America	FAST RESPONSE	77/357913	3476230	12/21/2007	07/29/2008	5
United States of America	GASTRICAID	76/280365	2547330	07/02/2001	03/12/2002	5
United States of America	GENTLE CHANGES	75/515692	2392601	04/01/1999	10/10/2000	5
United States of America	GLABRINEX	77/575150	3612153	09/21/2008	04/28/2009	5
United States of America	LIPICONTROL	76/523366	2844549	06/18/2003	05/25/2004	5
United States of America	MALE BALANCE	75/797389	2368757	09/13/1999	07/18/2000	3
United States of America	PROSTACOL	75/544802	2290152	08/10/1998	11/02/1999	5
United States of America	SWEET SATISFACTION	75/637959	2443253	02/11/1999	04/10/2001	5
United States of America	UNIQUE SWEET	76/319870	2634859	10/01/2001	10/15/2002	5
United States of America	UNIQUE SWEET	78/690957	3123496	08/11/2005	08/01/2006	30
United States of America	VITAMIN RESEARCH PRODUCTS	76/413745	2873244	05/28/2002	08/17/2004	35
United States of America	VRP VITAMIN RESEARCH PRODUCTS	76/413744	2880703	05/28/2002	09/07/2004	35