### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM394499

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Environmental Health Sciences LLC		08/10/2016	Limited Liability Company: NEVADA

#### **RECEIVING PARTY DATA**

Name:	KRD Equity LLC			
Street Address:	250 Greenpoint Ave			
City:	Brooklyn			
State/Country:	NEW YORK			
Postal Code:	11222			
Entity Type:	Corporation: NEVADA			

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78605290	KELZYME
Serial Number:	76202818	KELZYME

#### **CORRESPONDENCE DATA**

Fax Number:

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: 775-455-7415

Email: nicktaulbee@msn.com

**Correspondent Name:** KRD Equity LLC Address Line 1: 250 Greenoint Ave

Address Line 4: Brooklyn, NEW YORK 11222

NAME OF SUBMITTER:	Nick Taulbee
SIGNATURE:	/NT/
DATE SIGNED:	08/10/2016

#### **Total Attachments: 5**

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# Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 01 day of August, 2016 (the "Effective Date") by and between ENVIRONMENTAL HEALTH SCIENCES LLC (the "Assignor"), a Delaware Limited Liability Company located at 250 GREENPOINT AVE 4TH FLOOR, BROOKLYN, NY, 11222 and KRD EQUITY LLC (the "Assignee"), a Nevada Limited Liability Company located at 250 GREENOINT AVE 4TH FLOOR, BROOKLYN, New York, 11222.

1. Mark. The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: KELZYME

Application or Registration Number: 74728838

State of Registration: Utah

Date of Application or Registration: September 14, 1996

Description of Goods/Services: IC 031. US 001 046. G & S: product is a naturally occuring mineral used for plant nutrition. FIRST USE: 19810801. FIRST USE IN COMMERCE: 19810801

- 2. Assignment. Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
- 3. Consideration. Assignee shall pay Assignor the sum of \$10.00, payable on August 01, 2016 in consideration for assignment of the Mark.
- Execution and Delivery. After Assignee pays the amount due, Assigner shall execute and deliver to Assignee any and all instruments of sale.

Trademark Assignment (Rev. 1339ED8)

1/7

transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.

- 5. Legal Fees. If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
- Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
- 7. Modification and Waiver. This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing
- 8. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
- 9. Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Nevada for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
- 10. Successors and Assigns. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

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Name	: LES	LEM!V	VESTR	EICH		
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Trademark Assignment (Rev. 1339ED8)

2/7

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Title: MANAGER KRD EQUITY LLC 

## NOTARY ACKNOWLEDGMENT

State of New York				
County of <u>KnyS</u>				
On this <u>allo</u> day of .		in the	year 20 <u>اط</u> who is per.	_ before me, sonally known
to me or proved to me on whose name is subscribed executed it.	the basis of satisf	actory e	vidence) to I	be the person
Notary Seal				
(Signature of Notary Public)				
My Commission Expires:	ANNELIE HEI	RERA		
	NOTARY PUBLIC-STATE	OF NEW Y	ORK	
	No. OTHEOT	35689		
	Qualified in Kin	as County		

My Commission Expires October 24, 2017

Trademark Assignment (Rev. 1339ED8)

4/7

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Trademark Assignment (Rev. 1339ED8)

5/7