

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395037

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900372265		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jason Enterprises, Inc.		04/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Salulleza LLC		
Street Address:	9390 Research Blvd.		
Internal Address:	Suite I-300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4603988	BECOME YOURSELF	
CORRESPONDENCE DATA			
Fax Number:			
<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:	416-216-2465		
Email:	christine.delint@nortonrosefulbright.com		
Correspondent Name:	Norton Rose Fulbright Canada LLP		
Address Line 1:	Royal Bank Plaza, S. Tower, 200 Bay St.		
Address Line 2:	Ste 3800, PO Box 84, Attn. C. de Lint		
Address Line 4:	Toronto, Ontario, CANADA M5J 2Z4		
ATTORNEY DOCKET NUMBER:	55947485-14US		
NAME OF SUBMITTER:	Christine de Lint		
SIGNATURE:	/CdeLint/		
DATE SIGNED:	08/15/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of 3/4/16, is made by Jason Enterprises, Inc. ("Assignor"), a corporation organized under the laws of the State of Delaware having an address at 11445 Cronhill Drive, Owings Mills, Maryland 21117, and Salulleza LLC ("Assignee"), a Limited Liability Company located at 9390 Research Blvd, Suite I-300, Austin, TX 78759.

Assignor agrees as follows:

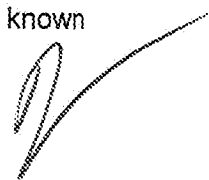
1. Assignment. In consideration of ten thousand dollars (\$10,000) paid by Assignee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in the United States (the "Territory"), in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

- i. the trademark registration set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, and any common law rights relating to the foregoing.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office ("USPTO") to record and register a copy of this Trademark Assignment that has been redacted to remove the consideration amount, upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee, at Assignee's expense, to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney.

3. Disclaimers.

(a) Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's past, present or future ability to use, register or enforce, the Assigned Trademark. Further, Assignor shall not be liable in any way for Assignee's past, present or future use of the Assigned Trademark or any other rights assigned pursuant to this Agreement. For greater certainty, Assignee hereby quitclaims, remises, releases and forever discharges Assignor, and its shareholders, directors, officers, employees and agents, of and from any and all claims, liabilities or obligations, known



and unknown, arising under this Agreement or from Assignor's use of the Transferred Trademark.

(b) This Assignment is strictly limited to the Territory. Assignor expressly reserves all rights not expressly granted to Assignee under this Agreement, including all rights to the Assigned Trademark outside of the Territory. Assignee agrees that it does not, and will not, directly or indirectly (i) use or (ii) attempt to register, the Assigned Trademark or any trademark or other indicia similar to the Assigned Trademark, outside of the Territory.

(c) Assignee may not use, and is not granted any rights in or to, any other trademark or indicia of Assignor, including the trademarks "MEDIFAST", "TAKE SHAPE FOR LIFE", "HEALTH COACH", and "HEALTHY WEIGHT".

4. Interim License. Assignee hereby grants to Licensor a fully paid up, irrevocable, royalty free, sublicensable, non-exclusive license in the Territory for a period of one year from the date first written above to use the Assigned Trademark in existing YouTube videos.

5. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

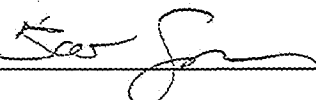
(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. Except to the extent governed by the United States Trademark Act of 1946, as amended (*Lanham Act*, 15 U.S.C. 1051 et seq.), this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, United States of America, without giving effect to conflicts of laws principles.

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

Jason Enterprises, Inc.

By 

Name: Jason Groves

Title: President

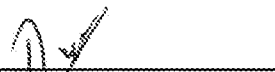
Address for Notices:

1145 Cranhill Drive
Owings Mills, MD
21117



AGREED TO AND ACCEPTED:

Salulleza LLC

By 

Name: Lc. Mario Lazcano Torres

Title: Director de Asuntos Corporativos y
de Relaciones Institucionales, Grupo
Medix Mexico-Colombia-Argentina-USA

I am authorized to bind the corporation

Address for Notices:

CALZADA DEL HUESO 3º
COL. ESTADO DE SDA UAGUA
COAPA LOYALCAN MEXICO DF
04650 MEXICO



SCHEDULE 1

ASSIGNED TRADEMARK

Mark	Class	App. No.	Reg. No.	Filing Date	Registration Date
BECOME YOURSELF	44	85/810,718	4,603,988	December 26, 2012	September 16, 2014