

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM423916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Branson Books, LLC doing business as Zhou Nutrition		04/06/2017	Corporation: MISSOURI Limited Liability Company
John Alex Upperman		04/06/2017	INDIVIDUAL:
Shauna Upperman		04/06/2017	INDIVIDUAL:

40  
4/20/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	NutraMarks, Inc.
<b>Street Address:</b>	1500 Kearns Boulevard, Suite B200
<b>City:</b>	Park City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84060
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	4955626	ZHOU NUTRITION
Registration Number:	5122719	DRIFTOFF
Registration Number:	5123022	HAIRFLUENCE
Registration Number:	5137144	BOOST ELITE
Serial Number:	86884379	NEURO-PEAK
Serial Number:	87230206	
Serial Number:	87230201	Z
Serial Number:	87345903	KETO DRIVE
Serial Number:	87119045	CALM NOW

OP \$240.00 4955626

**CORRESPONDENCE DATA**

**Fax Number:** 4356556080  
*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:** 4356556000  
**Email:** apitt@nutracorp.com  
**Correspondent Name:** Alison Pitt  
**Address Line 1:** 1500 Kearns Boulevard, Suite B200, 1500

<b>Address Line 4:</b> Park City, UTAH 84060	
<b>NAME OF SUBMITTER:</b>	Alison Pitt
<b>SIGNATURE:</b>	/Alison Pitt/
<b>DATE SIGNED:</b>	04/17/2017
<b>Total Attachments: 5</b> source=Tab 5.Trademark Assignment Agreement#page1.tif source=Tab 5.Trademark Assignment Agreement#page2.tif source=Tab 5.Trademark Assignment Agreement#page3.tif source=Tab 5.Trademark Assignment Agreement#page4.tif source=Tab 5.Trademark Assignment Agreement#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of April 6, 2017 (the "Effective Date") by and among Branson Books, LLC, a Missouri limited liability company doing business as Zhou Nutrition ("Company") and John Alex Upperman, constituting the sole Company member ("Alex Upperman" or the "Member") and Shauna Upperman, the spouse of the Member ("Shauna Upperman" and together with Alex Upperman, the "Uppermans") (collectively, the Company, Member and Uppermans are the "Assignor") and NutraMarks, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor is the sole and exclusive owners of the entire right, title and interest in and to the trademarks and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof, whether one or more (the "Marks");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, its right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used;

WHEREAS, Assignor will be transferring other assets to Assignee or its affiliates pursuant to a Bill of Sale and Assignment dated as of the date hereof; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all registrations and applications 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 the Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any cancellation, opposition, infringement or other

proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Assignment.

3. Consummation of Purchase Agreement. This Assignment is intended to evidence the consummation of the assignment by Assignor of the Marks contemplated by the Purchase Agreement. Assignor and Assignee by their execution of this Assignment each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment. Any inconsistencies or ambiguities between this Assignment and the Purchase Agreement shall be resolved in favor of the Purchase Agreement.

4. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

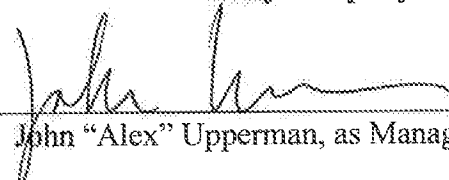
\* \* \* \* \*

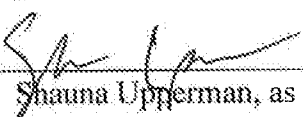
IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of the date first written above.

**ASSIGNOR:**

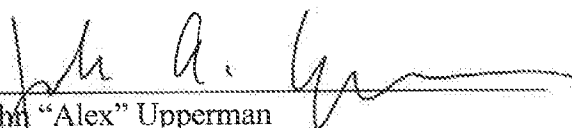
**COMPANY:**

**Branson Books, LLC,**  
**a Missouri limited liability company doing business as Zhou Nutrition**

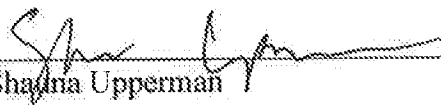
By:   
John "Alex" Upperman, as Manager

By:   
Shauna Upperman, as Manager

**MEMBER:**

  
John "Alex" Upperman

**SPOUSE OF MEMBER:**

  
Shauna Upperman


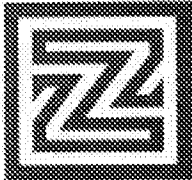

Schedule A

*Trademark Assignment*

*mu*  
**TRADEMARK**  
**REEL: 006037 FRAME: 0241**

*SK*

**Schedule A**

Trademark	TM Owner	Serial No.	Regis. No.	Int'l Class
ZHOU NUTRITION	Branson Books LLC	86,768,193	4,955,626	005
NEURO-PEAK	Branson Books LLC DBA Zhou Nutrition	86,884,379		005
	Branson Books LLC DBA Zhou Nutrition	87,230,206		005
	Branson Books LLC DBA Zhou Nutrition	87,230,201		005
KETO DRIVE	Branson Books LLC DBA Zhou Nutrition	87,345,903		005
DRIFTOFF	Branson Books LLC	87,042,499	5,122,719	005
HAIRFLUENCE	Branson Books LLC	87,047,648	5,123,022	005
 BOOST ELITE	Branson Books LLC	87,081,242	5,137,144	005
CALM NOW	Branson Books LLC	87,119,045		005

Together with any existing or expired applications of any kind and the rights to continue to revive and/or prosecute the same.

*SK*

*[Handwritten signature]*