

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primal Nutrition, Inc.		04/01/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Primal Nutrition, LLC		
Street Address:	1641 S. Rose Avenue		
City:	Oxnard		
State/Country:	CALIFORNIA		
Postal Code:	93033		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2171144	DAMAGE CONTROL	
Registration Number:	4208226	MASTER FORMULA	
Registration Number:	3890494	PRIMAL BLUEPRINT	
Registration Number:	4453869		
Registration Number:	3937143	PRIMAL BLUEPRINT	
Registration Number:	3942256	PRIMAL FUEL	
Registration Number:	4516876	PRIMAL NUTRITION	
Registration Number:	5069212	LIVE AWESOME	
Registration Number:	5093019	PRIMAL KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	3103944477		
<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:	3104510647		
Email:	tmk@cislo.com		
Correspondent Name:	Kristin B. Kosinski, Esq.		
Address Line 1:	12100 Wilshire Blvd., Suite 1700		
Address Line 4:	Los Angeles, CALIFORNIA 90025-7103		
NAME OF SUBMITTER:	Kristin B. Kosinski, Esq.		

CH \$240.00 2171144

SIGNATURE:	/Kristin B. Kosinski/
DATE SIGNED:	05/03/2017
Total Attachments: 9 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif source=Trademark Assignment#page8.tif source=Trademark Assignment#page9.tif	

ASSIGNMENT


This Assignment is effective as of April 1, 2017.


WHEREAS, Primal Nutrition, Inc., a California corporation with an address of 6202 Ramirez Mesa Drive, Malibu, California 90265 (hereinafter termed ASSIGNOR), is the owner of Intellectual Property including copyrights, trademarks, and domain names;

WHEREAS ASSIGNOR'S copyrights include its original works of authorship fixed in a tangible medium of expression (hereinafter termed WORKS), namely the following material:

Primal Blueprint Grok Logo VA 1878919

WHEREAS, ASSIGNOR'S trademarks include the following trademark registrations and applications in connection with a business and it owns all right title and interest in and to the business, the good will, and the registrations and applications concerning these marks (hereinafter the "MARKS") in connection with the various goods and services stated in the registrations and applications:

Mark	U.S. Serial No./ Filing Date	U.S. Reg. No. / Reg. Date
DAMAGE CONTROL	75/283,736 4/29/1997	2171144 7/7/1998
MASTER FORMULA	78/079,899 8/17/2001	4208226 9/18/2012
PRIMAL BLUEPRINT	77/355,465 12/19/2007	3890494 12/14/2010
PRIMAL BLUEPRINT Grok Logo 	85/881,790 3/20/2013	4453869 12/24/2013

PRIMAL BLUEPRINT Logo  PRIMAL BLUEPRINT	85/059,994 6/10/2010	3937143 3/29/2011
PRIMAL FUEL	85/065,854 6/17/2010	3942256 4/5/2011
PRIMAL NUTRITION	85/038,691 5/14/2010	4516876 4/22/2014
LIVE AWESOME	86/428,884 10/20/2014	5,069,212 10/25/2016
PRIMAL KITCHEN	86/979,980 12/20/2013	5093019 11/29/2016
Mark	California State Reg. No. / Reg. Date	
PRIMAL KITCHEN	115741 5/5/2015	

Mark	Serial No./ Filing Date	Reg. No. / Reg. Date
PRIMAL BLUEPRINT (EU)	10 724 581 3/14/2012	10 724 581 8/13/2012
PRIMAL KITCHEN (EU)	12935417 6/4/2014	12935417 12/18/2014
PRIMAL KITCHEN (EU) (Restaurants)	015417835 5/09/2016	015417835 09/30/2016

Mark	Serial No./ Filing Date
PRIMAL BLUEPRINT (INDIA)	2306925 3/28/2012
PRIMAL KITCHEN (Australia)	1772369 05/23/2016
PRIMAL KITCHEN (Canada)	1783786 05/24/2016
PRIMAL KITCHEN (Japan)	2016-087210 08/10/2016
PRIMAL KITCHEN (India)	3334241-IN 08/10/2016
PRIMAL KITCHEN (China)	Class 5: Serial No. 160246 Class 29: 160247 Class 30: 160248 Class 43: 160249
COLLAGEN FUEL (EU)	016245839 01/12/2017
COLLAGEN FUEL (Canada)	1819050/ 01.20.17
COLLAGEN FUEL (Australia)	1820641/ 01.16.17

PRIMAL HEALTH COACH (Canada)— Certification Mark	1824233 02/23/2017
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WHEREAS, ASSIGNOR'S domain names include all right title and interest in and to, the good will, and the registrations concerning www.primalblueprint.com, www.primalhealthcoach.com, and www.primalkitchen.com (hereinafter DOMAIN NAMES);

WHEREAS, ASSIGNOR is assigning the WORKS and in and to any copyrights thereon arising and/or granted in the United States and foreign countries;

WHEREAS, ASSIGNOR is assigning the MARKS in the aforementioned trademark registrations and applications to which the MARKS pertain along with the good will thereof; and

WHEREAS, ASSIGNOR is assigning the DOMAIN NAMES, any registrations therefor, along with the goodwill thereof;

WHEREAS, Primal Nutrition, LLC, a Delaware Limited Liability Company at 1641 S. Rose Avenue, Oxnard, California 93033 (hereinafter termed ASSIGNEE), is desirous of acquiring the entire right, title, and interest in and to said WORKS and in and to any copyrights thereon arising and/or granted in the United States and foreign countries, and the MARKS and DOMAIN NAMES, and the goodwill symbolized thereby, and the aforementioned registrations and applications therefore;

NOW, THEREFORE, for other good and valuable consideration received by said ASSIGNOR from said ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged by said ASSIGNOR,

1. ASSIGNOR does hereby sell, assign, transfer, and convey unto ASSIGNEE, the entire right, title, and interest in and to said WORKS and in and to any and all copyrights on said WORKS that may arise and/or may be granted in the United States and any foreign country, and including each and every derivative WORK arising from said WORKS.

2. ASSIGNOR assigns to ASSIGNEE its entire right, title, and interest in and to the MARKS, together with the goodwill of the business symbolized by the MARKS, and the above-identified registrations and applications for the MARKS.

3. ASSIGNOR assigns to ASSIGNEE its entire right, title, and interest in and to the DOMAIN NAMES, together with the goodwill of the business symbolized by the DOMAIN NAMES, and the above-identified web domain addresses for the DOMAIN NAMES and any registrations therefor.

4. ASSIGNOR does hereby covenant and agree to cooperate with ASSIGNEE whereby ASSIGNEE may enjoy to the fullest extent the right, title, and interest herein conveyed. Such cooperation shall include:

a) prompt execution of all papers (prepared at the expense of ASSIGNEE) which are deemed necessary or desirable by ASSIGNEE to perfect in it the right, title, and interest herein conveyed;

b) prompt execution of all petitions, oaths, specifications, declarations, or other papers (prepared at the expense of ASSIGNEE) which are deemed necessary or desirable by ASSIGNEE for obtaining copyright registration in the United States and/or foreign countries covering said WORKS, or works derived from said WORKS; for obtaining or renewing any trademark registrations in the United States and/or foreign countries for said MARKS; or for obtaining or renewing domain name registrations for said DOMAIN NAMES; and

c) prompt assistance and cooperation in the prosecution of legal proceedings involving said WORKS or derivative works therefrom, or the MARKS or DOMAIN NAMES, any registrations granted thereon, including proceedings before any Copyright Office or Trademark Office of the United States or any foreign country, any administrative proceedings, including those under the UDRP, and court actions, provided, however, that the expense which may be incurred by said ASSIGNOR in lending such assistance and cooperation be paid by ASSIGNEE.

5. The terms, covenants, and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns, and/or other legal representatives, and shall be binding upon said ASSIGNOR, its successors, assigns, and/or other legal representatives.

6. ASSIGNOR warrants and represents that it has not entered into any assignment, contract, or understanding in conflict herewith.

7. This instrument contains the entire and only agreement between the parties and supersedes all pre-existing agreements between them respecting its subject matter. Any representation, promise, or condition in connection with said subject matter that is not incorporated in this agreement shall not be binding upon either party. No modification, renewal, extension, and/or waiver of this agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension, or waiver is sought, unless made in writing and signed on behalf of such party by one in authority to do so.

IN WITNESS WHEREOF, the ASSIGNOR has executed and delivered this instrument this 1 day of April, 2017

Primal Nutrition, Inc.

By: 

Name: MARK SISSON

Title: PRESIDENT / CEO

\\SRV-DBV\TMD\DCS\10-2426\1\PN1 ASSIGNMENT OF RIGHTS TO PNL.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

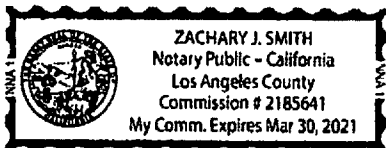
On APRIL 26, 2017 before me, ZACHARY J SMITH, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared MARK DAVID SISSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ASSIGNMENT

Document Date: APRIL 1, 2017 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

