

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United BioNutrition, LLC		05/22/2017	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	JBS United, Inc.		
Street Address:	4310 State Road 38 West		
City:	Sheridan		
State/Country:	INDIANA		
Postal Code:	46069		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3238205	MAGNITUDE	
Registration Number:	3716710	PROSALUS	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	3172361313		
Email:	jgard@btlaw.com		
Correspondent Name:	JULIA SPOOR GARD		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	41473-77665		
NAME OF SUBMITTER:	JULIA SPOOR GARD		
SIGNATURE:	/JGARD/		
DATE SIGNED:	05/22/2017		
Total Attachments: 1			
source=5-22-17 Assignment of MAGNITUDE and PROSALUS#page1.tif			

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, United BioNutrition, LLC ("Assignor"), an Indiana limited liability company, has assigned and hereby assigns effective MAY 22nd 2017 (date), to JBS United, Inc. ("Assignee"), an Indiana corporation, located at 4310 State Road 38 West, Sheridan, Indiana 46069, all of its right, title and interest in and to U.S. Registration Nos. 3238205 (MAGNITUDE) and 3716710 (PROSALUS) ("the Marks") together with the goodwill of the business symbolized thereby.

For such good and valuable consideration, Assignor hereby further assigns and transfers to Assignee, all rights and interests in, to and arising from any infringement of the Marks, including, without limitation, all claims for damages and profits for any infringements which occurred prior to the date of this Assignment, including the rights to sue for any infringements in its own name and stead and for its own benefit. Assignee is the successor in interest to the ongoing business of the Assignor, or the portion therewith to which the mark pertains.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

This 22nd day of MAY, 2017.

United BioNutrition, LLC (Assignor)

By: 

Printed Name: Trent Torrance

Title: Vice President

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