

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440050

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RADISHING MEDICAL, LLC		07/26/2017	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	METAGENICS, INC.		
<b>Street Address:</b>	25 ENTERPRISE		
<b>City:</b>	ALISO VIEJO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92656		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87297208	TREATMNT.	
<b>Serial Number:</b>	87297149	TREATMNT MEDICAL NUTRITION THERAPY	
<b>Serial Number:</b>	87297109	TREATMNT MEDICAL NUTRITION THERAPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	7145401235		
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	059591-2		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/kja/		
<b>DATE SIGNED:</b>	08/21/2017		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Assignment**”), is made and entered into effective as of July 26, 2017 (the “**Effective Date**”), by and between Radishing Medical, LLC, a Massachusetts limited liability company having its principal place of business at 65 Otis St. Apt. R1, Cambridge, MA 02141 (the “**Assignor**”), and Metagenics, Inc., a Delaware corporation having its principal place of business at 25 Enterprise, Aliso Viejo, CA 92656 (the “**Assignee**”). Assignor and Assignee are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignor is the record owner of the trademarks and trademark applications identified in Schedule A attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the “**Trademarks**”);

WHEREAS, Assignee is the rightful owner of the Trademarks pursuant to the Employee Assignment and Confidentiality Agreement dated September 27, 2012 between Assignee and John P. Troup, and has filed an action against Mr. Troup, Assignor, and others in the U.S. District Court for the Central District of California, entitled *Metagenics, Inc. v. Troup et al.*, No. 8:17-cv-00173 AG (AFMx), seeking, among other relief, a declaration that Assignee is the rightful owner of the Trademarks;

WHEREAS, the Parties desire to resolve their dispute regarding ownership of the Trademarks;

WHEREAS, Assignee is desirous to acquire all rights, title, and interest as Assignor may possess, in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby accepts, all rights, title, and interest as Assignor may possess in and to the Trademarks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity) related to the Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. Recordation. Assignee shall have the right to record Assignee as the owner of the Trademarks in the United States Patent and Trademark Office and any other applicable foreign Governmental Authority or registrar. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the owner of all Assignor’s right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

3. Further Assurances. Assignor shall, from time to time, at the request of Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) and take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to effect, register or maintain the Trademarks.

4. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5. Governing Law. This Assignment shall be governed by and construed in accordance with United States federal law and the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.




RADISHING MEDICAL, LLC

By: Jenna C. Troup  
Name: Jenna C. Troup  
Title: \_\_\_\_\_

METAGENICS, INC.

By: Paul E. Conney  
Name: PAUL E. CONNEY  
Title: EXEC VP

SCHEDULE A

Trademark	Application Date	Application No.	Jurisdiction	Record Owner
	Jan. 11, 2017	87297208	U.S.	Radishing Medical, LLC
	Jan. 11, 2017	87297149	U.S.	Radishing Medical, LLC
	Jan. 11, 2017	87297109	U.S.	Radishing Medical, LLC