

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443642

<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>
Verdesian Life Sciences LLC		09/12/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Verdesian Life Sciences U.S., LLC		
<b>Street Address:</b>	1001 Winstead Drive, Suite 480		
<b>City:</b>	Cary		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27513		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3124270	AVAIL	
Registration Number:	3291791	AVAIL	
Registration Number:	3957856		
Registration Number:	4290003	M M	
Registration Number:	4314696	MM MORE THAN MANURE	
Registration Number:	4050519	MORE THAN MANURE	
Registration Number:	4135147	MTM	
Registration Number:	3977286	N	
Registration Number:	4214314	N-N	
Registration Number:	3301500	NUTRISPHERE-N	
Registration Number:	4832072	TUXEDO	
Registration Number:	4800049	VERDESIAN	
Registration Number:	4800047	VERDESIAN	
Registration Number:	4160126	YIELD SIGNS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9195353652		
<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>			

OP \$365.00 3124270

**Phone:** 919-447-7153  
**Email:** kirsten.carlos@vlsci.com  
**Correspondent Name:** Verdesian Life Sciences U.S., LLC  
**Address Line 1:** 1001 Winstead Drive, Suite 480  
**Address Line 4:** Cary, NORTH CAROLINA 27513

**NAME OF SUBMITTER:** Kirsten S. Carlos

**SIGNATURE:** /Kirsten S. Carlos/

**DATE SIGNED:** 09/19/2017

**Total Attachments: 3**

source=USTRademarkAssignVerdesian\_VLSCI#page1.tif

source=USTRademarkAssignVerdesian\_VLSCI#page2.tif

source=USTRademarkAssignVerdesian\_VLSCI#page3.tif

## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT**, effective as of the September 12, 2017, by and between Verdesian Life Sciences, LLC, a limited liability corporation organized under the laws of the State of Delaware, having an address of 1001 Winstead Drive, Suite 480, Cary, North Carolina 27513 (hereinafter referred to as the "ASSIGNOR") and Verdesian Life Sciences U.S., LLC, a limited liability corporation organized under the laws of the State of Delaware, having an address of 1001 Winstead Drive, Suite 480, Cary, North Carolina 27513 (hereinafter referred to as "ASSIGNEE") (collectively, the "Parties"); and

WHEREAS, ASSIGNOR is the exclusive and record owner of the entire right, title, and interest in and to the trademarks and the corresponding U.S. registrations and applications identified in Exhibit A attached hereto, (the "Trademarks"), together with the goodwill established by use of the Trademarks;

WHEREAS, ASSIGNEE is desirous of acquiring the Trademarks;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer, and sell unto said ASSIGNEE the entire right, title, and interest in and to the Trademarks and the associated usage and goodwill, including all rights of action against third parties for past, present and future infringement or other unauthorized use of the Trademarks, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment, and sale not been made.

ASSIGNOR hereby warrants and covenants that (i) it has the full power and authority to convey the rights, title, and interest herein assigned, transferred, and sold to ASSIGNEE; (ii) there are no judgments, decrees, orders, liens, encumbrances, restrictions, security interests, or agreements against or binding upon the Trademarks or ASSIGNOR which prohibits or restrict the use of the Trademarks; (iii) it has not executed and will not execute any agreement in conflict herewith; and (iv) that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

The Parties agree that this Assignment constitutes the entire agreement between ASSIGNOR and ASSIGNEE with respect to the subject matter hereof. The Parties also agree that no modification or waiver or any amendment to any provision of this Assignment shall be binding upon either party unless it is made in writing and signed by both Parties.


IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Assignment to be executed by its duly authorized officers.

ASSIGNOR



By: Francis X. Pirozzi  
Title: Chief Financial Officer

ASSIGNEE



By: Francis X. Pirozzi  
Title: Chief Financial Officer

EXHIBIT A

United States	AVAIL	Verdesian Life Sciences, LLC	78/305,896	09/26/2003	3,124,270	08/01/2006	01	494662
United States	AVAIL & Design	Verdesian Life Sciences, LLC	78/698,524	08/23/2005	3,291,791	09/11/2007	01	494661
United States	Avail Design	Verdesian Life Sciences, LLC	85/158,408	10/21/2010	3,957,856	05/10/2011	01	494651
United States	MM (Stylized)	Verdesian Life Sciences, LLC	85/476,723	11/18/2011	4,290,003	02/12/2013	01	494648
United States	MM MORE THAN MANURE (Stylized)	Verdesian Life Sciences, LLC	85/608,326	04/25/2012	4,314,696	04/02/2013	01	494654
United States	MORE THAN MANURE	Verdesian Life Sciences, LLC	85/126,081	09/09/2010	4,050,519	11/01/2011	01	494657
United States	MTM	Verdesian Life Sciences, LLC	85/411,164	08/30/2011	4,135,147	05/01/2012	01	494650
United States	N & Design	Verdesian Life Sciences, LLC	85/158,412	10/21/2010	3,977,286	06/14/2011	01	494646
United States	N-N	Verdesian Life Sciences, LLC	77/809,501	08/20/2009	4,214,314	09/25/2012	01	494658
United States	NUTRISPHERE-N	Verdesian Life Sciences, LLC	77/096,052	01/31/2007	3,301,500	10/02/2007	01	494660
United States	TUXEDO	Verdesian Life Sciences, LLC	85/411,170	08/30/2011	4,832,072	10/13/2015	01	494655
United States	VERDESIAN	Verdesian Life Sciences, LLC	85/734,760	09/21/2012	4,800,049	08/25/2015	01, 05	493414
United States	VERDESIAN & Design	Verdesian Life Sciences, LLC	85/731,349	09/18/2012	4,800,047	08/25/2015	01, 05	493415
United States	YIELD SIGNS	Verdesian Life Sciences, LLC	85/320,607	05/13/2011	4,160,126	06/19/2012	09, 44	494656