

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novus Nutrition Brands, LLC		04/01/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ESM Technologies, LLC		
Street Address:	2213 Missouri Avenue		
City:	Carthage		
State/Country:	MISSOURI		
Postal Code:	64836		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3975359	STRATUM NUTRITION	
Registration Number:	4080136		
CORRESPONDENCE DATA			
Fax Number:	3145764250		
<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:	(314) 576-8886		
Email:	sheri.varney@novusint.com		
Correspondent Name:	Jennifer L. Wagner		
Address Line 1:	20 Research Park Drive		
Address Line 4:	St. Charles, MISSOURI 63304		
NAME OF SUBMITTER:	Jennifer L. Wagner		
SIGNATURE:	/Jennifer L. Wagner/		
DATE SIGNED:	09/27/2017		
Total Attachments: 4			
source=Assignment of STRATUM NUTRITION Trademark and Domain Name Registrations - 1 Apr 2017#page1.tif			
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OP \$65.00 3975359

ASSIGNMENT

1. WHEREAS, Novus Nutrition Brands, LLC, a Delaware limited liability company ("NNB") and Novus International, Inc., a Delaware corporation ("Novus International") (NNB and Novus International are sometimes referred to herein each as an "Assignor" and collectively as "Assignors"), have adopted and used in their business certain trademarks and domain names; and

2. WHEREAS, Assignors have certain trademarks, trademark applications, registrations, expired registrations and domain names throughout the world relating to said trademarks, including, but not necessarily limited to, those listed in the attached Appendix A; and

3. WHEREAS, ESM Technologies, LLC, a Missouri limited liability company, with offices at 2213 Missouri Avenue, Carthage, Missouri, 64836 ("Assignee"), is desirous of acquiring any and all right, title and interest of Assignors in said trademarks, applications, registrations, domain names, and any and all rights remaining in expired registrations, together with the goodwill of the business in connection with which said trademarks and domain names are used; and

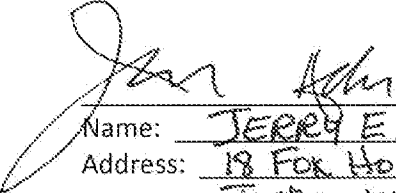
4. NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignors in hand paid, receipt of all of which is hereby acknowledged, Assignors have agreed to and do hereby sell, assign and transfer unto Assignee, its successors and assigns, any and all of Assignors' right, title and interest throughout the world in and to said trademarks, trademark applications, trademark registrations, domain names and any rights remaining in expired trademark registrations and domain names listed on Appendix A, together with the goodwill of the business in connection with which said trademarks and domain names are used, and together with full right to sue for and recover all profits and damages recoverable from past infringements of said trademarks and domain names. Assignors and Assignee agree to execute such further documents as may be reasonably necessary and appropriate to effect recorded transfer of title to such trademarks and domain names; and


5. TO BE HELD AND ENJOYED BY Assignee, its permitted successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had this sale and assignment not been made.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the 1st day of April, 2017.

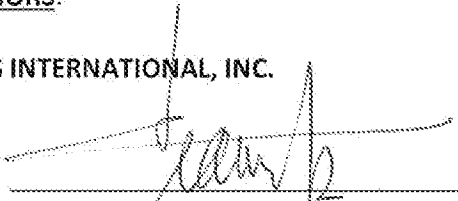
WITNESSES:

ASSIGNORS:


Name: JERRY E. WELLS
Address: 18 Fox Hollow DR.
Joplin, MO 64804


Name: MICHAEL OSBORNE
Address: 11968 POPPY DR.
Neosho, MO 64850

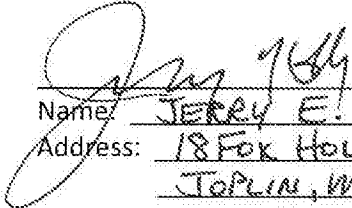
NOVUS INTERNATIONAL, INC.

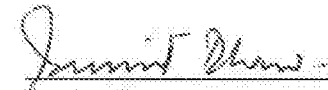
By: 
Name: François Fraudeau
Title: President & CEO

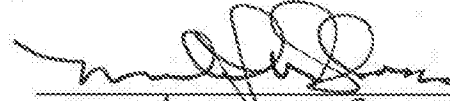
And

WITNESSES:

NOVUS NUTRITION BRANDS, LLC



Name: JERRY E. WELLS
Address: 18 FOX HOLLOW DR.
JOPLIN, MO 64804

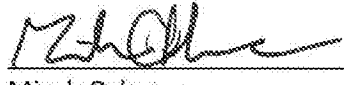
By: 
Name: Sumit Dhawan
Title: Vice President



Name: MICHAEL OSBORNE
Address: 11968 POPPY DR.
NEOSHO, MO 64850

ASSIGNEE:

ESM TECHNOLOGIES, LLC


Name: JERRY E. WELLS
Address: 18 FOX HOLLOW DR.
JOPLIN, MO 64804

By: 
Name: Micah Osborne
Title: President


Name: MICHAEL OSBORNE
Address: 11968 POPPY DR.
NEOSHO, MO 64850

STATE OF MISSOURI)
COUNTY OF Jasper)

SS:

On this 15th day of August in the year 2017, before me, the undersigned Notary Public, personally appeared **François Fraudeau, CEO & President of Novus International, Inc.**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:
2-1-19

Debra J. Rodgers
Notary Public



DEBRA J. RODGERS
My Commission Expires
February 1, 2019
Newton County
Commission #15512475

STATE OF MISSOURI)
COUNTY OF Jasper)

SS:

On this 15th day of August in the year 2017, before me, the undersigned Notary Public, personally appeared **Sumit Dhawan, Vice President of Novus Nutrition Brands, LLC**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:
2-1-19

Debra J. Rodgers
Notary Public



DEBRA J. RODGERS
My Commission Expires
February 1, 2019
Newton County
Commission #15512475

STATE OF MISSOURI)
COUNTY OF Jasper)

SS:

On this 15th day of August in the year 2017, before me, the undersigned Notary Public, personally appeared **Micah Osborne, President of ESM Technologies, LLC**, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:
2-1-19

Debra J. Rodgers
Notary Public



DEBRA J. RODGERS
My Commission Expires
February 1, 2019
Newton County
Commission #15512475

APPENDIX A

STRATUM NUTRITION TRADEMARK AND CURRENT REGISTRATIONS

STRATUM NUTRITION Trademarks in Block Letters:

<u>Country:</u>	<u>Registration/Application No.:</u>
Canada	Reg. No. TMA839,242
China	Reg. No. 8602230
European Union	Reg. No. 009022302
India	Reg. No. 1996177
Indonesia	Reg. No. IDM000333294
Malaysia	App. No. 2010/15988
Russia	Reg. No. 441134
Singapore	Reg. No. T1009359F
Switzerland	Reg. No. 612025
Taiwan	Reg. No. 1,455,607
United States	Reg. No. 3,975,359
Vietnam	App. No. 4-2010-18529

STRATUM NUTRITION & Design Trademarks:

<u>Country:</u>	<u>Registration/Application No.:</u>
China	Reg. No. 9399683
Thailand	Reg. No. TM350132

STRATUM NUTRITION Design Only Trademarks:

<u>Country:</u>	<u>Registration/Application No.:</u>
Canada	Reg. No. TMA948,404
India	Reg. No. 2015073
Indonesia	App. No. 34117
Malaysia	Reg. No. 2010/015768
Russia	Reg. No. 442971
Singapore	Reg. No. T1010718Z
Switzerland	Reg. No. 609712
Taiwan	Reg. No. 1463836
United States	Reg. No. 4,080,136
Vietnam	Reg. No. 174586