

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutraclick LLC		09/26/2017	Limited Liability Company: DELAWARE
FEMME FACTOR LLC		09/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BIA Health LLC		
Street Address:	1201 Taft Street		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4932892	BODY BLISS	
Registration Number:	4512453	BODY FIT	
Registration Number:	4650330	BODY PRO	
Registration Number:	4851826	BODY SLEEK	
Registration Number:	4492429	FEMME FACTOR	
CORRESPONDENCE DATA			
Fax Number:	8132294133		
<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:	8132294395		
Email:	trademarks@carltonfields.com		
Correspondent Name:	Eleanor Yost		
Address Line 1:	PO BOX 3239		
Address Line 2:	IP DEPT.		
Address Line 4:	Tampa, FLORIDA 33607		
NAME OF SUBMITTER:	Eleanor M. Yost		
SIGNATURE:	/emy/		

CH \$140.00 4932892

DATE SIGNED:	09/29/2017
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Total Attachments: 7

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IP ASSET ASSIGNMENT AGREEMENT

This IP ASSET ASSIGNMENT AGREEMENT (this “Assignment”), dated as of September 26, 2017, is made and entered into by and among BIA Health LLC, a Delaware limited liability company (“Purchaser”), and Nutraclick LLC and Femme Factor, LLC, Delaware limited liability companies (“Seller”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and between Seller and Purchaser. Capitalized terms used but not otherwise defined in this Assignment have the meanings set forth in the Purchase Agreement. Seller and Purchaser hereby agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

“Domain Name” or “Domain Names” means the domain names listed on the attached Schedule A.

“Trademarks” means any trademark, service mark, logo, logotype, design, image, graphic, artwork, word, trade dress, identifier of any of the foregoing and any other indicia of source or origin of an entity or product listed on the attached Schedule A, including any common law rights that may exist and are associated therewith, and any and all goodwill of the business symbolized thereby and appurtenant thereto.

“Trade Name” or “Trade Names” means the trade names listed on the attached Schedule A.

“Seller Web Sites” means all websites and associated content located at or resolving to all Domain Names, together with all urls owned and/or controlled by the Seller and listed on Schedule A, including all aspects of the domain located at any Seller website that may be perceived by accessing the website and/or that constitute the underlying code or programming infrastructure (including but not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text, videos, and other materials), and any and all copyrights thereto.

“Social Media Assets” means the social media pages and accounts listed on Schedule A, inclusive of all content located at such pages and through such accounts (including but not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text, videos, and other materials), and any and all copyrights thereto.

2. Assignment. Effective at the Closing, Seller hereby sells, assigns, conveys, transfers and contributes to Purchaser and its successors, assigns and legal representatives, Seller’s entire right, title, and interest in and to the Trademarks, Trade Names, Domain Names, Seller Web Sites, and Social Media Assets listed on Schedule A attached to this Assignment (collectively, the “IP Assets”), throughout the world, the same to be held and enjoyed by Purchaser, its successors, assigns, or legal representatives, together with the income, royalties, damages or payments due on or after the date hereof, including without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the IP Assets, along with the right to sue for past infringements and collect the same for Purchaser’s sole use and enjoyment.

3. Officials. Seller hereby authorizes the empowered official of any relevant country or countries whose duty is to record intellectual registrations, applications, and title thereto (including but not limited to the Director of the United States Patent and Trademark Office and the Registrar of Copyrights) to record the title to the IP Assets as the property of Purchaser, its successors, assigns, or

legal representatives in accordance with the terms of this instrument.

4. Registrar Procedures. Seller will take the steps required by the current procedures promulgated by the registrars that are responsible for the transfer of Domain Names, Seller Web Sites, and Social Media Assets, as applicable, to transfer the registrations of the Domain Names, Seller Web Sites, and Social Media Assets to Purchaser, by completing the required forms and any other required actions. Seller shall provide Purchaser with all information (including registry information, hosting information, account information, logins and passwords) to access and take full ownership and control of the Domains, Seller Web Sites, and Social Media Assets, and shall inform all employees, vendors, and contractors associated with the Domains, Seller Web Sites, and Social Media Assets of the transfer of ownership and control to Purchaser, and shall do all things necessary or desirable to facilitate the transition for Purchaser.

5. Further Assurances. At and after the date hereof, Seller will, without further consideration, take all such further lawful action, whether before or after the Closing, as may be necessary or appropriate to effect the transactions contemplated by this Assignment, including but not limited to providing such other information and executing such documents as may be necessary or appropriate to accomplish the transfer of the IP Assets.

6. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

7. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Exhibits and Schedules constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the IP Assets. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by Seller and Purchaser. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

8. Counterparts. Seller and Purchaser agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Seller and Purchaser.

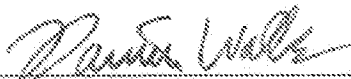
9. Construction. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions of this Agreement. This Agreement shall be deemed the joint work product of the parties without regard to the identity of the draftsperson, and any rule of construction that a document shall be interpreted or construed against the drafting party shall not be applicable.

10. Severability. If any part of the Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

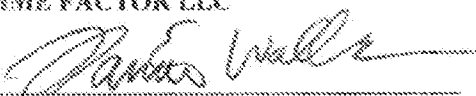
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IN WITNESS WHEREOF, Seller has caused this Assignment to be made and executed by a duly authorized officer or manager.

NUTRALICK LLC

By: 
Name: Daniel McSwain Wallace
Title: Manager

FEMME FACTOR LLC

By: 
Name: Daniel McSwain Wallace
Title: Manager

AGREED AND ACKNOWLEDGED:

BIA HEALTH LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller has caused this Assignment to be made and executed by a duly authorized officer or manager.

NUTRALICK LLC

By: _____

Name: Daniel McSwain Wallace

Title: Manager

FEMME FACTOR LLC

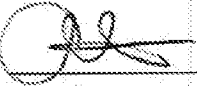
By: _____

Name: Daniel McSwain Wallace

Title: Manager

AGREED AND ACKNOWLEDGED:

BIA HEALTH LLC

By:  _____

Name: Aden Hamon

Title: CEO

Schedule A

List of IP Assets

Trademarks:

See Attached

Trade Names:

Femme Factor

Domain Names:

See Attached

Social Media Assets:

See Attached

Femme Factor Trademark Listing

Case No.	Title	Country	International Classes	All Goods	Case Status	Application No.	Application Date	Registration No.	Registration Date
REGISTERED TRADEMARKS									
108116.359519	BODY BLISS	United States	05	Class 05 Dietary supplements; nutritional supplements; vitamin supplements; mineral supplements; dietary and nutritional supplements; vitamin and mineral supplements	Registered	86/142137	12/12/2013	4932892	4/5/2016
108116.347684	BODY FIT	United States	05	Class 05 Dietary supplements; nutritional supplements; vitamin supplements; mineral supplements; dietary and nutritional supplements; vitamin and mineral supplements; Dietary supplements for female nutrition and training	Registered	85/903005	4/12/2013	4512453	4/8/2014
108116.356021	BODY PRO	United States	05	Class 05 Dietary supplements; nutritional supplements; protein supplements and dietary and nutritional supplements containing protein	Registered	86/112597	11/7/2013	4650330	12/2/2014
108116.360025	BODY SLEEK	United States	05	Class 05 Dietary supplements; nutritional supplements; vitamin supplements; mineral supplements; dietary and nutritional supplements; vitamin and mineral supplements	Registered	86/151368	12/23/2013	4651826	11/10/2015
108116.345235	FEMME FACTOR	United States	05	Class 05 Dietary supplements; nutritional supplements; vitamin supplements; mineral supplements; dietary and nutritional supplements; vitamin and mineral supplements; Dietary supplements for female nutrition and training	Registered	85/857811	2/22/2013	4492429	3/4/2014

Domains

femmefactor.com
femmefactor.net
femmefactor.org
femmefactor.co
femmefactor.info
femmefactor.me
femmefactor.mobi
femmefactor.biz
femmefactor.us
femmefactor.tv
femmefactor.com.br
femme-factor.com
femme-factor.net
femme-factor.org

Social Media

Facebook <https://www.facebook.com/FemmeFactor>
Twitter <https://twitter.com/femmefactor>
Pinterest <https://www.pinterest.com/femmefactorfit/>
Instagram <https://www.instagram.com/femmefactor>
Snapchat femmefactor
YouTube <https://www.youtube.com/FemmeFactor>
Google+ <https://plus.google.com/+Femmefactor>
DailyMotion <http://www.dailymotion.com/FemmeFactor>
Vimeo <https://vimeo.com/femmefactor>
Myspace <https://myspace.com/femmefactor>