

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449325

<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>
NutriScience Innovations, LLC		10/15/2017	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NutriScience Innovations, LLC		
<b>Street Address:</b>	757 N. Broadway Street, Suite 400		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3525706	OPTILUT	
<b>Registration Number:</b>	3639407	INNOVATEA	
<b>Registration Number:</b>	4402834	NUTRIGLO	
<b>Registration Number:</b>	5127976	NUFERRIN	
<b>Registration Number:</b>	5127978	INOPHYTE	
<b>Registration Number:</b>	5132516	BGF-IMMUNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142974900		
<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>	414-297-5723		
<b>Email:</b>	rmckenna@foley.com,jolsen@foley.com		
<b>Correspondent Name:</b>	Richard J. McKenna		
<b>Address Line 1:</b>	777 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Richard J. McKenna		
<b>SIGNATURE:</b>	/R.J. McKenna/		
<b>DATE SIGNED:</b>	11/01/2017		

OP \$165.00 3525706

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Trademark Assignment"), is made as of October 15, 2017, by and between NutriScience Innovations, LLC, a Connecticut limited liability company ("Assignor"), in favor of NutriScience Innovations, LLC, a Delaware limited liability company ("Assignee"), the party acquiring all right, title and interest in and to certain assets of Assignor pursuant to that certain Contribution and Exchange Agreement between Assignee and Assignor, of even date herewith (the "Contribution and Exchange Agreement").

**WHEREAS**, under the terms of the Contribution and Exchange Agreement, Assignor has contributed, conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

**NOW THEREFORE**, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and applications and common law trademark rights set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with all related common-law rights and with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution and Exchange Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution and Exchange Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution and Exchange Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution and Exchange Agreement and the terms of this Trademark Assignment, the terms of the Contribution and Exchange Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

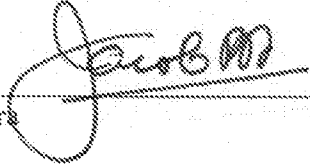
**ASSIGNOR:**

NUTRISCIENCE INNOVATIONS, LLC,  
a Connecticut limited liability company

By: \_\_\_\_\_

Name: Jacob Pallathra

Title: Manager



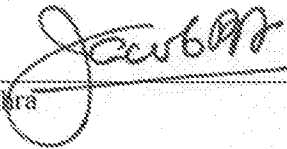
**ASSIGNEE:**

NUTRISCIENCE INNOVATIONS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Jacob Pallathra

Title: Manager



**SCHEDULE 1**

**Assigned Trademark Registrations and Applications**

**Trademark Registrations**

<b>Mark</b>	<b>Application No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Owner</b>	<b>Status</b>
OPTILUT	78/610,452 04/16/2005	3,525,706 10/28/2008	NutriScience Innovations, LLC	Registered
INNOVATEA	77/619,881 11/21/2008	3,639,407 06/16/2009	NutriScience Innovations, LLC	Registered
NUTRIGLO	85/811,798 12/28/2012	4,402,834 09/17/2013	NutriScience Innovations, LLC	Registered
NUFERRIN	87/060,078 06/03/2016	5,127,976 01/27/2017	NutriScience Innovations, LLC	Registered
INOPHYTE	87/060,150 06/03/2016	5,127,978 01/27/2017	NutriScience Innovations, LLC	Registered
BGF-IMMUNE	87/060,159 06/03/2016	5,132,516 01/31/2017	NutriScience Innovations, LLC	Registered

**Common Law Trademark Rights**

Any and all unregistered, common law rights in the marks NUTRISCIENCE and NUTRISCIENCE INNOVATIONS along with any trade dress, design logos, colors or other identifiers used by Assignor prior to the date of this Agreement.