

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449350

|   |  |                         |                         |
|---|--|-------------------------|-------------------------|
| <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>      |
| Reliance Vitamin Company Inc.   |  | 10/02/2017              | Corporation: NEW JERSEY |
| <b>RECEIVING PARTY DATA</b>   |  |                         |                         |
| <b>Name:</b>  | Reliance Vitamin, LLC                              |                         |                         |
| <b>Street Address:</b>  | 3775 Park Avenue, #1                               |                         |                         |
| <b>City:</b>  | Edison   |                         |                         |
| <b>State/Country:</b>   | NEW JERSEY   |                         |                         |
| <b>Postal Code:</b>   | 08820  |                         |                         |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                         |                         |
| <b>PROPERTY NUMBERS Total: 7</b>  |  |                         |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>        |                         |
| <b>Serial Number:</b>   | 85731364   | CLEAN FIT               |                         |
| <b>Serial Number:</b>   | 85663100   | ECOLEAN                 |                         |
| <b>Serial Number:</b>   | 77254238   | NITROFUSION             |                         |
| <b>Serial Number:</b>   | 86156785   | NUTRASPARK NUTRITIONALS |                         |
| <b>Serial Number:</b>   | 85504518   | PHOOD                   |                         |
| <b>Serial Number:</b>   | 85838602   | PLANT PUNCH             |                         |
| <b>Serial Number:</b>   | 86295800   | PLANT PUNCH             |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                         |                         |
| <b>Fax Number:</b>  | 9738456176   |                         |                         |
| <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>   | (973) 845-9071                                     |                         |                         |
| <b>Email:</b>   | rcc@chippersonlaw.com                              |                         |                         |
| <b>Correspondent Name:</b>  | RITA C. CHIPPERSON, ESQ.                           |                         |                         |
| <b>Address Line 1:</b>  | 2 GREEN VILLAGE ROAD                               |                         |                         |
| <b>Address Line 2:</b>  | SUITE 301  |                         |                         |
| <b>Address Line 4:</b>  | MADISON, NEW JERSEY 07940                          |                         |                         |
| <b>NAME OF SUBMITTER:</b>   | Rita C Chipperson                                  |                         |                         |
| <b>SIGNATURE:</b>   | /Rita C. Chipperson/                               |                         |                         |

OP \$190.00 85731364

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 11/01/2017 |
|---------------------|------------|

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT  
(NUNC PRO TUNC)**

WHEREAS, RELIANCE VITAMIN COMPANY, INC., a corporation residing at 3775 PARK AVENUE #1, EDISON, NEW JERSEY 08820, ASSIGNOR, has adopted, owned, and used the trademarks set forth on Schedule I attached hereto and incorporated herein by this reference, including any trademark application(s) and/or registration(s) therefore (the "Marks");

WHEREAS, RELIANCE VITAMIN, LLC, a Delaware limited liability company, having its principal place of business at 3775 PARK AVENUE 31, EDISON, NEW JERSEY 08820, with a registered agent of CAPITOL SERVICES, INC. at 1675 S STATE STREET STE B, DOVER DELAWARE 19901, ASSIGNEE, is desirous of acquiring the Marks from ASSIGNOR; and

WHEREAS, pursuant to and as set forth in that certain Contribution Agreement between ASSIGNOR and ASSIGNEE dated November 11, 2016 (the "Contribution Agreement"), ASSIGNOR assigns the Marks and the goodwill associated therewith to ASSIGNEE,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, the said ASSIGNOR agrees ASSIGNOR hereby, sold, assigned, transferred, conveyed, and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, nunc pro tunc effective as of November 11, 2016, the entire right, title and interest in and to the Marks together with the goodwill associated with the Marks including all common law rights thereto; all trademark registrations; all trademark applications and all registrations which may be granted thereon; and all applications and/or registration(s) for international trademark protection including, without limitation, all trademark applications which may hereafter be filed for said Marks in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States applications under the Trademark Laws of the United States, the Madrid Protocol, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of trademark protection which may be granted for said Marks in any country or countries foreign to the United States;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademark registrations or other evidence or forms of trademark protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this agreement and the Contribution Agreement.

AND I HEREBY covenant and agree that, ASSIGNEE shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.

AND I HEREBY covenant and agree that, ASSIGNEE, at its own cost and expense, shall record a fully executed copy of this Nunc Pro Tunc Assignment with the United States Patent and

Trademark Office, any foreign government office, and any other agency having jurisdiction over the ownership of the Marks.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting the Marks, and testify in any legal proceeding provided ASSIGNEE shall pay me all reasonable costs and expenses associated therewith, sign all lawful papers, execute all applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Marks in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my signature.

10/2/2017  
Date

*[Signature]*  
Mr. Phillip L. Vigeant  
President  
Reliance Vitamin Company, Inc.

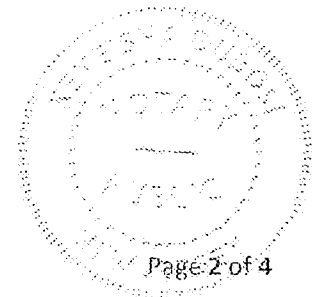
State of New Jersey )  
County of Middlesex ) SS.:

On this 2 day of October, 2017, before me, a Notary Public in and for the State and County aforesaid, personally appeared Phillip Vigeant, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Keneisha Dubose  
Notary Public

My Commission Expires: 2/18/2021

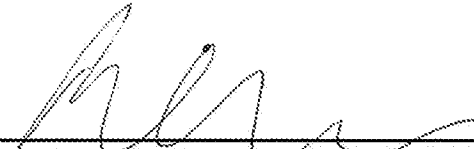
KENEISHA DUBOSE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 2/18/2021



ACCEPTANCE BY ASSIGNEE:

Assignee hereby acknowledges receipt of the entire right, title and interest in and to the Marks together with the goodwill associated with the Marks nunc pro tunc effective as of November 11, 2016..

10/2/2017  
Date

  
Mr. Phillip L. Vigeant  
President  
Reliance Vitamin, LLC

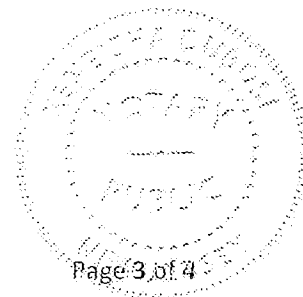
STATE OF New Jersey )  
  ) SS:  
COUNTY OF Middlesex.  )

Before me, this 2 day of October, personally appeared, known to be the person who is described in and who executed the above Assignment, and he/she acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Keneisha DuBoise  
Notary Public

My Commission Expires: 2/18/2021

KENEISHA DUBOSE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 2/18/2021



**SCHEDULE 1**

| <u>Trademark</u>           | <u>Country</u> | <u>Trademark<br/>Application Serial<br/>No.</u> | <u>Status</u>            |
|----------------------------|----------------|---|--------------------------|
| CLEAN FIT                  | United States  | 85,731,364                                      | Registered               |
| ECOLEAN                    | Canada         | 1,605,414                                       | Allowed                  |
| ECOLEAN                    | Australia      | A0033167  | Abandoned                |
| ECOLEAN                    | China          | A0033167  | Registered               |
| ECOLEAN                    | Germany        | A0033167  | Registered               |
| ECOLEAN                    | Great Britain  | A0033167  | Registered               |
| ECOLEAN                    | Russia         | A0033167  | Registered               |
| ECOLEAN                    | United States  | 85,663,100                                      | Registered               |
| NITROFUSION                | United States  | 77,254,238                                      | Registered               |
| NUTRASPARK<br>NUTRITIONALS | United States  | 86,156,785                                      | Abandoned                |
| PHOOD                      | Canada         | 1,583,678                                       | Abandoned                |
| PHOOD                      | European Union | 12,013,041                                      | Registered               |
| PHOOD                      | India          | 2,620,803                                       | Pending                  |
| PHOOD                      | Australia      | A0030501  | Abandoned                |
| PHOOD                      | China          | A0030501  | Registered               |
| PHOOD                      | Germany        | A0030501  | Abandoned and<br>Refiled |
| PHOOD                      | Great Britain  | A0030501  | Registered               |
| PHOOD                      | India          | A0030501  | Pending                  |
| PHOOD                      | United States  | 85,504,518                                      | Registered               |
| PLANT PUNCH                | European Union | 13,501,853                                      | Registered               |
| PLANT PUNCH                | Australia      | A0046694  | Registered               |
| PLANT PUNCH                | United States  | 85,838,602                                      | Abandoned and<br>Refiled |
| PLANT PUNCH                | United States  | 86,295,800                                      | Registered               |