

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Co.Exist Nutrition Corp.		08/22/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Co.Exist Nutrition, LLC		
Street Address:	7350 SW 48th Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87172379	22 DAYS NUTRITION PLANT POWER CLEAN. SIM	
Serial Number:	87172453	22 DAYS NUTRITION PLANT POWER CLEAN. SIM	
Registration Number:	4900721	JOIN THE PLANT-BASED REVOLUTION	
Registration Number:	4971989	22 DAYS NUTRITION	
Registration Number:	3926668	22DAYS	
CORRESPONDENCE DATA			
Fax Number:	3035726540		
<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:	303 572 6500		
Email:	GTIPMAIL@gtlaw.com,strongg@gtlaw.com,dentonj@gtlaw.com		
Correspondent Name:	Gayle L. Strong		
Address Line 1:	1200 17TH STREET, SUITE 2400		
Address Line 2:	Greenberg Traurig, LLP		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	138815.01030		
NAME OF SUBMITTER:	Gayle L. Strong		
SIGNATURE:	/Gayle L. Strong/		
DATE SIGNED:	11/16/2017		

CH \$140.00 87172379

Total Attachments: 5

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TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Co.Exist Nutrition Corp. d/b/a 22 Days, a Florida corporation, having a place of business at 7350 SW 48th Street, Miami, Florida 33155 (hereinafter referred to as “ASSIGNOR”), has used in its business certain Intellectual Property (defined below) and owns such Intellectual Property;

WHEREAS, CoExist Nutrition, LLC, a Delaware limited liability company, having a place of business at 7350 SW 48th Street, Miami, Florida 33155 (hereinafter referred to as “ASSIGNEE”), is desirous of acquiring the entire right, title and interest in and to the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably assigns and transfers to ASSIGNEE, its successors and assigns, in perpetuity all right, title, and interest in and to all trademarks, service marks, copyrights and other Intellectual Property owned by ASSIGNOR, in the United States and in any other country, together with all goodwill of the business symbolized by and associated with such Intellectual Property, and all rights of ASSIGNOR associated therewith, including the right to sue for and collect damages by reason of past infringements of the Intellectual Property. The term “**INTELLECTUAL PROPERTY**” refers to and includes all Assignor’s trademarks, trade names, titles, tag lines and service marks (collectively, “**MARKS**”), copyrights, domain names, patents, inventions (whether now known or hereinafter invented), trade secrets, licensed rights, and know-how throughout the world, whether registered or unregistered, and all registrations and applications therefor, including, but not limited, those set forth in Attachment A to this Trademark and Intellectual Property Assignment Agreement (the “Assignment”), together with the goodwill of the business symbolized by the Marks. The rights assigned include, but are not limited to, any causes of action relating to said Intellectual Property and claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Intellectual Property accruing or occurring on, before or after the date of this Assignment. ASSIGNOR further assigns to ASSIGNEE the right to claim priority and any other rights deriving from the Intellectual Property by virtue of international convention, treaty, or otherwise. The Intellectual Property is to be held and enjoyed by ASSIGNEE for its use and benefit and by its successors and assigns for their use and benefit as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this agreement, transfer and sale not been made.

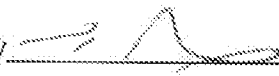
Assignor further agrees to execute such other documents and take other actions as Assignee or its representatives may reasonably request, including provision of passwords and log-in information, as necessary to effectuate the purpose of this Assignment, without further consideration. This agreement is binding on the parties, their principals, owners, employees, representatives, successors, heirs and assigns. This Assignment and any dispute arising under

it shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles.

Dated: August 22, 2017


ASSIGNOR:

Co.Exist Nutrition Corp.
d/b/a 22 Days

By 
Name: Marco Borges
Title: CEO

ASSIGNEE:

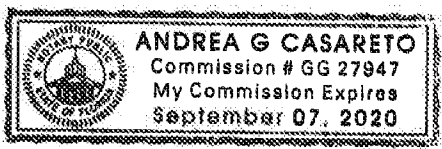
CoExist Nutrition, LLC

By 
Name: Marc LeBlanc
Title: CFO

State of Florida)
) ss.
County of Miami Dade

I certify that I know or have satisfactory evidence that Marco Borge is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the CEO of Co.Exist Nutrition Corp. d/b/a 22 Days, to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

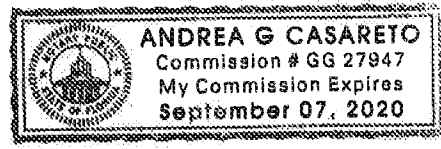
Dated 08/22/17
Signature of Andrea Casareto
Notary Public
Printed Name Andrea Casareto
My Appointment Expires 09/07/20





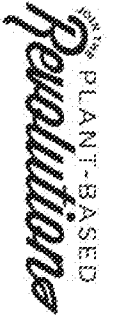

State of Florida)
) ss.
County of Miami Dade

I certify that I know or have satisfactory evidence that Marco Laffin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the CEO of CoExist Nutrition, LLC, to be the free and voluntary act of said company for the uses and purposes mentioned in the instrument.

Dated 08/22/17
Signature of Andrea Casareto
Notary Public
Printed Name Andrea Casareto
My Appointment Expires 09/07/20



ATTACHMENT A

Country	Trademark	Status	Class(es)	Goods	Application #	Filing Date	Registration #	Registration Date
US		Pending Application	5	Powdered nutritional supplement drink mix containing protein; Nutritional supplement meal replacement bars for boosting energy.	87172379	September 15, 2016	--	--
US		Pending Application	5	Dietary supplemental drinks	87172453	September 15, 2016	--	--
US			5	Plant-based nutritional supplement meal replacement bars for boosting energy; Plant-based powdered nutritional supplement drink mix.	86628959	May 13, 2015	4900721	February 16, 2016
US			44	Providing a website featuring information and advice in the fields of diet, weight	86628956	May 13, 2015	4971989	June 7, 2016

				Loss, diet planning and lifestyle wellness				
US	22DAYS	4	Energy boosting bars for use as a meal substitute; Powdered nutritional supplement drink mix.	77881924	November 30, 2009	3926668	March 1, 2011	

The Assignor's domain name of 22daysnutrition.com.

All common law trademarks, including, but not limited to, "The 22-Day Revolution."

TRADEMARK

REEL: 006207 FRAME: 0338

RECORDED: 11/16/2017