

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458223

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	07/01/2017

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Natural Vitality Holding Company, LLC		07/01/2017	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Nutranext Business, LLC
<b>Street Address:</b>	1301 Sawgrass Corporate Parkway
<b>City:</b>	Sunrise
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33323
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
<b>Serial Number:</b>	85882999	ORGANIC CONNECTIONS
<b>Serial Number:</b>	78954012	ORGANIC LIFE VITAMINS
<b>Serial Number:</b>	78531191	PETER GILLHAM'S NATURAL VITALITY
<b>Serial Number:</b>	78435092	NATURAL CALM
<b>Serial Number:</b>	78351290	NATURAL VITALITY
<b>Serial Number:</b>	77653309	OSTEO CALM
<b>Serial Number:</b>	75552914	THETA POWER
<b>Serial Number:</b>	87409807	NATURAL VITALITY'S CALM
<b>Serial Number:</b>	87393095	CALM SPECIFICS

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** trademarks@nutranext.net**Correspondent Name:** Guido Panzera**Address Line 1:** 1301 Sawgrass Corporate Parkway**Address Line 4:** Sunrise, FLORIDA 33323

OP \$240.00 85882999

<b>NAME OF SUBMITTER:</b>	Guido Panzera
<b>SIGNATURE:</b>	/Guido Panzera/
<b>DATE SIGNED:</b>	01/17/2018
<b>Total Attachments: 15</b> source=Fully Executed IP Assignment and Transfer Agreement - NV - 7-1-2017#page1.tif source=Fully Executed IP Assignment and Transfer Agreement - NV - 7-1-2017#page2.tif source=Fully Executed IP Assignment and Transfer Agreement - NV - 7-1-2017#page3.tif source=Fully Executed IP Assignment and Transfer Agreement - NV - 7-1-2017#page4.tif source=Fully Executed IP Assignment and Transfer Agreement - NV - 7-1-2017#page5.tif source=Fully Executed Agreement and Plan of Merger - NV to NB - 7-1-2017#page1.tif source=Fully Executed Agreement and Plan of Merger - NV to NB - 7-1-2017#page2.tif source=Fully Executed Agreement and Plan of Merger - NV to NB - 7-1-2017#page3.tif source=Fully Executed Agreement and Plan of Merger - NV to NB - 7-1-2017#page4.tif source=Fully Executed Agreement and Plan of Merger - NV to NB - 7-1-2017#page5.tif source=Fully Executed Written Consent of Sole Member re Plan of Merger - NV - 7-1-2017#page1.tif source=Fully Executed Written Consent of Sole Member re Plan of Merger - NV - 7-1-2017#page2.tif source=Fully Executed Written Consent of Sole Member re Plan of Merger - NV - 7-1-2017#page3.tif source=Fully Executed Written Consent of Sole Member re Plan of Merger - NV - 7-1-2017#page4.tif source=Fully Executed Written Consent of Sole Member re Plan of Merger - NV - 7-1-2017#page5.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT (this "Agreement") is entered into as of July 1, 2017 (the "Effective Date"), by **Natural Vitality Holding Company, LLC**, a Delaware limited liability company (the "Assignor") and **Nutranext Business, LLC**, a Delaware limited liability company (the "Assignee"). The Assignor and Assignee are each hereinafter referred to individually as a "Party" and collectively as the "Parties".

### **RECITALS**

**WHEREAS**, the Assignor currently owns or has the right to various U.S. and foreign trademarks, service marks, trade names, logos, internet domain names and corporate names, trade dress rights and/or general intangibles of a like nature, and/or industrial or product designs, whether registered or unregistered, including any applications for registration of the foregoing (collectively, the "NV Marks"), including those described on **Schedule 1** to this Agreement; and

**WHEREAS**, the Assignor wishes to assign and transfer the NV Marks to the Assignee, and the Assignee wishes to take ownership of said intellectual property.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, payments, and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignor and Assignee agrees as follows:

### **AGREEMENT**

- 1. Assignment.** The Assignor, as of the Effective Date, assigns, conveys, and transfers to the Assignee, and the Assignee hereby assumes and accepts, all of the Assignor's right, title and interest in and to the NV Marks, together with all goodwill therein.
- 2. Recording.** The Assignee and Assignor shall each take such further actions as may be necessary or desirable to give full effect to the foregoing transactions, including executing such instruments, making such filings and obtaining such consents as may be appropriate. If the Assignor has any certificate or instrument evidencing ownership of the NV Marks, the Assignor shall immediately deliver such certificate or instrument to the Assignee, duly endorsed to the Assignee, if appropriate.
- 3. Warranties.** The Assignor represents and warrants, as of the Effective Date, that (i) it is legally authorized to enter into this Agreement, and (ii) it is the legal and beneficial owner of the NV Marks free and clear of any adverse claims, liens or transfer restrictions.
- 4. Disclaimer.** Other than as set forth in Section 3 above, the Assignor makes no representations or warranties concerning the NV Marks, and the assignment and assumption hereunder is being made "as is". The Assignor hereby forever and irrevocably waives any rights or claim it may have against the Assignee in connection with any existing contract or agreement or any other facts or circumstances existing as of the Effective Date or at any time prior to the

Effective Date.

5. Counterpart Copies. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this section.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws to the extent that such principles would permit or require the application of laws of another jurisdiction.

7. Further Assurances. Each of the Parties hereto shall execute and deliver, at the reasonable request of the other Party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Agreement as of the date first written above.

**ASSIGNEE:**

**Nutranext Business, LLC**

By: Its Member, Nutranext, LLC

By:


  
Name: Jose Minski  
Title: CEO and President

**ASSIGNOR:**

**Natural Vitality Holding Company, LLC**

By: Its Member, Nutranext, LLC

By:

  
Name: Jose Minski  
Title: CEO and President

**SCHEDULE 1**

NV Marks

1) **Domestic and International Trademarks**

US	ORGANIC CONNECTIONS
US	ORGANIC LIFE VITAMINS
US	PETER GILLHAM'S NATURAL VITALITY
US	NATURAL CALM
US	NATURAL VITALITY
US	OSTEO CALM
US	THETA POWER
US	NATURAL VITALITY'S CALM
US	CALM SPECIFICS
Canada	NATURAL CALM
European Union	NATURAL CALM
European Union	TRÜMAG
Japan	NATURAL CALM
Korea	NATURAL CALM
Korea	
Mexico	NATURAL CALM
Norway	NATURAL CALM
Norway	TRÜMAG
Russia	NATURAL CALM

2) Domains

naturalvitalityvites.com
mynaturalvitality.com
naturalvitalitymagazine.com
naturalvitality.com
calmconnections.com
calmconnections.net
calmfull.com
petergillham.com
naturalvitalityliving.info
naturalvitality.info
organicconnectmag.info
organic-connections.net
calmfulliving.com
calmfullife.com
calmfulliving.com
energy28.com
kidscalmmulti.com
naturalkidscalm.com
osteocalm.com
naturalvitalitylifestyle.com
naturalvitalitykids.com
organicconnectmag.com
naturalvitalitysports.com
naturalvitalityliving.com
petergillhams.com
naturalvitalityfitness.com
organicfeaturessyndicate.com
organicnewsservice.com
calmful.com
calmfulness.com
calmearthproject.com
calmearthproject.org
naturalvitality.co

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "Plan") is entered into by and between Natural Vitality Holding Company, LLC, a Delaware limited liability company (the "Company"), and Nutranext Business, LLC, a Delaware limited liability company ("Nutranext Business").

### **RECITALS**

The Company is a wholly owned, member-managed subsidiary of Nutranext, LLC, a Delaware limited liability company ("Nutranext").

Nutranext has determined that it is advisable and in the best interests of the Company that the Company be merged with and into Nutranext Business, with Nutranext Business being the surviving entity (the "Surviving Company"), on the terms and subject to the conditions set forth herein (the "Merger").

Nutranext, as the sole member of the Company and Nutranext Business, approved this Plan and the Merger pursuant to the Written Consent of the Sole Member of the Company in Lieu of Meeting dated July 1, 2017, in accordance with Section 18-209 of the Delaware Limited Liability Company Act, as amended (the "Act"). The sole member of Nutranext approved this Plan and the Merger pursuant to the Written Consent of the Sole Member of Nutranext in Lieu of Meeting dated July 1, 2017, in accordance with Section 18-209 of the Act.

The parties hereto intend this Plan to constitute an "agreement of merger" pursuant to Section 18-209 of the Act.

### **THE MERGER**

At the Effective Time (as defined below), the Company shall be merged with and into the Surviving Company in accordance with Section 18-209 of the Act, and the separate existence of the Company shall cease and the Surviving Company shall continue as the surviving entity under the laws of the State of Delaware.

### **THE SURVIVING COMPANY**

At and immediately after the Effective Time, the Certificate of Formation of Nutranext Business in effect immediately prior to the Effective Time, attached hereto as Exhibit A, shall remain as the Certificate of Formation of the Surviving Company, until thereafter altered, amended or repealed in accordance with applicable laws and the Certificate of Formation of the Surviving Company.

At and immediately after the Effective Time, the Amended and Restated Limited Liability Company Operating Agreement of Nutranext Business in effect immediately prior to the Effective Time, attached hereto as Exhibit B, shall remain as the Amended and Restated Limited Liability Company Operating Agreement of the Surviving Company, until thereafter altered, amended or repealed in accordance with applicable laws and the



Certificate of Formation and Amended and Restated Limited Liability Company Operating Agreement of the Surviving Company.

At and immediately after the Effective Time, until successors are duly elected or appointed and qualified, the officers of Nutranext Business in office immediately prior to the Effective Time, together with such additional persons as may thereafter be elected, shall be the officers of the Surviving Company.

#### **MANNER AND BASIS OF MERGING MEMBERSHIP INTEREST**

At the Effective Time, all of the membership interests of the Company, regardless of class, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Surviving Company, automatically be cancelled and cease to exist.

At the Effective Time, all of the membership interests of the Surviving Company, regardless of class, issued and outstanding immediately prior to the Effective Time shall remain as issued and outstanding membership interests of the Surviving Company.

At the Effective Time, all property, rights, privileges, powers and franchises of the Company shall vest in the Surviving Company, and all liabilities and obligations of the Company shall become liabilities and obligations of the Surviving Company.

#### **EFFECTIVE TIME**

The Merger shall become effective as of July 1, 2017 (the "Effective Time").

#### **COUNTERPARTS**

This Plan may be executed in multiple counterparts and all such counterparts collectively shall constitute an original Plan, which may be evidenced by any one counterpart.

[Signature Page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the 1<sup>st</sup> day of July, 2017.

**Natural Vitality Holding Company, LLC**

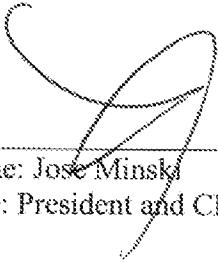
By: Its Member, Nutranext, LLC



By: \_\_\_\_\_  
Name: Jose Minski  
Title: President and CEO

**Nutranext Business, LLC**

By: Its Member, Nutranext, LLC



By: \_\_\_\_\_  
Name: Jose Minski  
Title: President and CEO

**EXHIBIT A**  
**Certificate of Formation**

**EXHIBIT B**

**Amended and Restated Limited Liability Company Operating Agreement**

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**WRITTEN CONSENT OF THE SOLE MEMBER OF  
NATURAL VITALITY HOLDING COMPANY, LLC  
(a Delaware limited liability company)**

**IN LIEU OF MEETING**

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The undersigned, being the sole member (the "Member") of Natural Vitality Holding Company, LLC, a Delaware limited liability company (the "Company"), does hereby consent that, upon execution of this written consent (this "Consent"), the statements and resolutions set forth below shall be deemed to have been adopted and effective to the same extent and to have the same force and effect as if adopted at a formal meeting of the sole member of the Company, duly called and held for the purpose of acting upon proposals to adopt such resolutions. The undersigned does hereby waive all formal requirements, including the necessity of holding a formal meeting, and any requirement that notice of such meeting be given.

**WHEREAS**, the Member has determined that it is advisable and in the best interests of the Company that the Company merge with and into Nutranext Business, LLC, a Delaware limited liability company ("Nutranext Business"), with Nutranext Business as the surviving entity (the "Merger"), pursuant to an Agreement and Plan of Merger, substantially in the form attached hereto as Exhibit A (the "Plan"), and in accordance with Section 18-209 of the Delaware Limited Liability Company Act, as amended (the "Act"); and

**WHEREAS**, in connection with the Merger, the Member has determined that it is advisable and in the best interests of the Company that, immediately prior to the Merger, the Company assign all of its rights in certain intellectual property to Nutranext Business pursuant to an Intellectual Property Assignment and Transfer Agreement, substantially in the form attached hereto as Exhibit B (the "IP Assignment"), on the terms and subject to the conditions set forth therein.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that, after consideration of the terms and conditions of the Plan, in accordance with Section 18-209 of the Act, the Member hereby determines that the Plan, the Merger, and any additional documents, exhibits, schedules, contracts, certificates, instruments or agreements referred to in the Plan, or contemplated or required by the Plan (including a certificate of merger to be filed with the Secretary of State of the State of Delaware) (collectively the "Merger Transaction Documents"), are advisable, in the best interest of the Company, and approved; and it is

**FURTHER RESOLVED**, that the Company is hereby authorized, directed and empowered, to execute and enter into the Plan and the Merger Transaction Documents; and it is

**FURTHER RESOLVED**, that consummation of the transactions contemplated by the Plan and the Merger Transaction Documents (including the Merger), and the performance of the Company's obligations and covenants under the Plan and the Merger Transaction Documents, be, and hereby are, in all respects, approved, ratified and confirmed; and it is

**FURTHER RESOLVED**, that the IP Assignment and the transactions contemplated by the IP Assignment are hereby adopted and approved; that the Company hereby is, authorized, empowered and directed to execute, deliver and perform its obligations under the IP Assignment and any additional documents, exhibits, schedules, contracts, certificates, instruments or agreements

referred to in the IP Assignment, or contemplated or required by the IP Assignment; and that the IP Assignment shall be the valid obligation of and binding upon the Company in the form and content in which it is so executed; and it is

**FURTHER RESOLVED**, that the President and CEO of the Member of the Company, any other officers of the Member of the Company and Guido Panzera (collectively, the "Authorized Persons") be, and each of them hereby is, authorized directed and empowered, on behalf of and in the name of the Company, to take such action, and to make, amend, assign, execute, acknowledge and deliver any and all other instruments, agreements, certificates, papers and documents (including the Plan, the Merger Transaction Documents and the IP Assignment), and to do such things as may be necessary and desirable to effectuate the actions authorized by the foregoing resolution (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of the Member), and all action heretofore taken by the Authorized Persons in connection with the subject of the foregoing resolution be, and it hereby is, approved, ratified and confirmed in all respects as the act and deed of the Company; and it is

**FURTHER RESOLVED**, that any party receiving an executed copy, a facsimile or an electronic transmission by e-mail, or similar medium in a PDF or comparable format which contains an electronic image of the document and requisite signatures, of these resolutions may rely hereon.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent in order to give its consent thereto effective as of the 1<sup>st</sup> day of July, 2017.

MEMBER

NUTRANEXT, LLC

By: 

Name: José Minski

Title: President and CEO

**Exhibit A**  
Agreement and Plan of Merger

(see attached)



**Exhibit B**  
IP Assignment  
(see attached)