

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eco-Life Group, LLC		12/31/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Nutranext Direct, LLC		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Serial Number:	86338440	NATURAL IMPRESSIONS	
Serial Number:	86485340	REDEFINING PROSPERITY	
Serial Number:	86485281	REDEFINING PROSPERITY	
Serial Number:	86500866	DO WELL, FEEL GREAT	
Serial Number:	86544262	LEAVE YOUR IMPRINT DEJA TU HUELLA	
Serial Number:	86632892	VITALSTYLE DO WELL, FEEL GREAT	
Serial Number:	86605107	VITALSTYLE DO WELL, FEEL GREAT.	
Serial Number:	86395340		
Serial Number:	86337846	VITALSTYLE	
Serial Number:	85886513	COMIDAVITAL	
Serial Number:	85873758	HERBALARTI	
Serial Number:	85873662	PROBIOINFANTIL	
Serial Number:	85873526	COLLOSTRUKIDS	
Serial Number:	85873520	CEREKIDS	
Serial Number:	85873515	BILBEFOR	
Serial Number:	85873508	CINNAFOR	
Serial Number:	85873504	CARDOFOR	
Serial Number:	85873490	SANJUFOR	
Serial Number:	85873482	GINKOFOR	
TRADEMARK			

OP \$1265.00 86338440

Property Type	Number	Word Mark
Serial Number:	85873478	AGLIOFOR
Serial Number:	85868948	ECHINAFOR
Serial Number:	85868942	OXIFOR
Serial Number:	85868662	VEXIPROSTA
Serial Number:	85868620	PRENALVITAL
Serial Number:	85868538	MUJERVITAL
Serial Number:	85868469	MENUFORMULA
Serial Number:	85868422	MENSTRUFORTE
Serial Number:	85868390	SENSAFEM
Serial Number:	85868295	SENSAMAS
Serial Number:	85855965	GLUCOARTI
Serial Number:	85855926	BIENVITAL
Serial Number:	85855904	COMBOCALM
Serial Number:	85855898	ALERTPLUS
Serial Number:	85855888	ALOEDIG
Serial Number:	85855843	HERBALDREAM
Serial Number:	85853476	DIABEFORTE
Serial Number:	85853454	CIRCUVITAL
Serial Number:	85853307	CIRCUCOL
Serial Number:	85853283	CIRCUMEGA + D
Serial Number:	85852868	HIGAMEX
Serial Number:	85852859	DIGESTFIBRA
Serial Number:	85852463	DIGESTLAX
Serial Number:	85852420	JUVELIXER
Serial Number:	85852402	CUPLUS
Serial Number:	85852384	CELLUTONIC
Serial Number:	85852376	FORMUCARB
Serial Number:	85852370	N-FORSHAPE
Serial Number:	85852354	AELFOR
Serial Number:	85826031	LECIFIT
Serial Number:	85794000	VITALSTYLE

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

TRADEMARK

REEL: 006250 FRAME: 0617

NAME OF SUBMITTER:	Guido Panzera
SIGNATURE:	/Guido Panzera/
DATE SIGNED:	01/17/2018
Total Attachments: 5 source=Fully Executed IP Assignment and Transfer Agreement - Eco-Life - 12-31-2017#page1.tif source=Fully Executed IP Assignment and Transfer Agreement - Eco-Life - 12-31-2017#page2.tif source=Fully Executed IP Assignment and Transfer Agreement - Eco-Life - 12-31-2017#page3.tif source=Fully Executed IP Assignment and Transfer Agreement - Eco-Life - 12-31-2017#page4.tif source=Fully Executed IP Assignment and Transfer Agreement - Eco-Life - 12-31-2017#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT (this "Agreement") is entered into as of December 31, 2017 (the "Effective Date"), by Eco-Life Group, LLC, a Florida limited liability company (the "Assignor") and Nutranext Direct, LLC, a Nevada 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 "Eco-Life Marks"), including those described on Schedule 1 to this Agreement; and

WHEREAS, the Assignor wishes to assign and transfer the Eco-Life 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 Eco-Life 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 Eco-Life 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 Eco-Life 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 Eco-Life 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 Direct, LLC

By: Its Member, Nutranext, LLC

By: 

Name: Jose Minski
Title: CEO and President

ASSIGNOR:

Eco-Life Group, LLC

By: Its Members

Nutranext, LLC

By: 

Name: Jose Minski
Title: CEO and President





Amen-J LLC

By: 

Name: Isaac Jena Szapiro
Title: Manager

SCHEDULE 1
Eco-Life Marks

1) Domestic and International Trademarks

US	NATURAL IMPRESSIONS
US	REDEFINING PROSPERITY (Class 3)
US	REDEFINING PROSPERITY (Class 5)
US	DO WELL, FEEL GREAT
US	
US	 (Class 3)
US	 (Class 5)
US	
US	VITALSTYLE
US	COMIDAVITAL
US	HERBALARTI
US	PROBIOINFANTIL
US	COLLOSTRUKIDS
US	CEREKIDS
US	BILBEFOR
US	CINNAFOR
US	CARDOFOR
US	SANJUFOR
US	GINKOFOR
US	AGLIOFOR
US	ECHINAFOR
US	OXIFOR
US	VEXIPROSTA
US	PRENALVITAL
US	MUJERVITAL
US	MENUFORMULA
US	MENSTRUFORTE
US	SENSAFEM
US	SENSAMAS
US	GLUCOARTI
US	BIENVITAL
US	COMBOCALM

TRADEMARK

US	ALERTPLUS
US	ALOEDIG
US	HERBALDREAM
US	DIABEFORTE
US	CIRCUVITAL
US	CIRCUCOL
US	CIRCUMEGA + D
US	HIGAMEX
US	DIGESTFIBRA
US	DIGESTLAX
US	JUVELIXER
US	CUPLUS
US	CELLUTONIC
US	FORMUCARB
US	N-FORSHAPE
US	ADELFOR
US	LECIFIT
US	VITALSTYLE

2) Domains

- www.vitalstyle.com
- @vitalstyle.com