

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460786

| | |
|------------------------------|--------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 07/01/2017 |
| RESUBMIT DOCUMENT ID: | 900435697 |

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------|----------|----------------------------------|
| Serial Number: | 85882999 | ORGANIC CONNECTIONS |
| Serial Number: | 78954012 | ORGANIC LIFE VITAMINS |
| Serial Number: | 78531191 | PETER GILLHAM'S NATURAL VITALITY |
| Serial Number: | 78435092 | NATURAL CALM |
| Serial Number: | 78351290 | NATURAL VITALITY |
| Serial Number: | 77653309 | OSTEO CALM |
| Serial Number: | 75552914 | THETA POWER |
| Serial Number: | 87409807 | NATURAL VITALITY'S CALM |
| Serial Number: | 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

TRADEMARK

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 900435697 |
| NAME OF SUBMITTER: | Guido Panzera |
| SIGNATURE: | /Guido Panzera/ |
| DATE SIGNED: | 02/05/2018 |

Total Attachments: 12

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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
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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

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 1st 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)

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 1st day of July, 2017.

Natural Vitality Holding Company, LLC

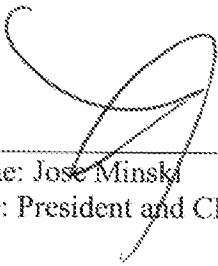
By: Its Member, Nutranext, LLC



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

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"NATURAL VITALITY HOLDING COMPANY, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "NUTRANEXT BUSINESS, LLC" UNDER THE NAME OF "NUTRANEXT BUSINESS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2017, AT 6:58 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

5869164 8100M
SR# 20177860703

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203862183
Date: 12-30-17

TRADEMARK
REEL: 006259 FRAME: 0394

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:58 PM 12/29/2017
FILED 06:58 PM 12/29/2017
SR 20177860703 - File Number 5869164

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is Nutranext Business, LLC

and the name of the limited liability company being merged into this surviving limited liability company is Natural Vitality Holding Company, LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is Nutranext Business, LLC

FOURTH: The merger is to become effective on July 1, 2017 for accounting purposes.

FIFTH: The Agreement of Merger is on file at 1301 Sawgrass Corporate Parkway, Sunrise, Florida 33323, the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 29 day of Decemer, A.D., 2017.

By: ^{DocuSigned by:} George Daulerio
_{DFSD082} **Authorized Person**

Name: George Daulerio
Print or Type

Title: Chief Financial Officer