

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463533

<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>
Nutranext, LLC		07/01/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nutranext Direct, 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: NEVADA		
<b>PROPERTY NUMBERS Total: 79</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86553331	AXIAL RX	
<b>Serial Number:</b>	86737969	BLOOD & SKIN REJUVENATOR	
<b>Serial Number:</b>	86207136	COGNITIA	
<b>Serial Number:</b>	85157981	ICELAND HEALTH OMEGA ULTIMATE SHIELD	
<b>Serial Number:</b>	78199893	ICELANDHEALTH	
<b>Serial Number:</b>	85975879	OMEGA MOVE	
<b>Serial Number:</b>	85157964	OMEGA ULTIMATE SHIELD	
<b>Serial Number:</b>	87449197	SUPERFOOD BIO BLEND	
<b>Serial Number:</b>	85187774	ICELAND HEALTH	
<b>Serial Number:</b>	86565043	BH BLESSED HERBS	
<b>Serial Number:</b>	86740519	FEATURING EXCLUSIVE BLEND OMEGA MOVE	
<b>Serial Number:</b>	86346263	ACIDRELIEF360	
<b>Serial Number:</b>	87377497	ALLERSHIELD XTS	
<b>Serial Number:</b>	86103211	ALPHAPURE	
<b>Serial Number:</b>	86797200	BETAPOLLEN PLUS	
<b>Serial Number:</b>	86103220	BONETREX	
<b>Serial Number:</b>	77760523	BRAIN ENERGIZER	
<b>Serial Number:</b>	86770303	BRIGHTFX	
<b>Serial Number:</b>	85970412	CALMTREX	

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Property Type	Number	Word Mark
Serial Number:	86825885	CHARLIE'S CHOICE
Serial Number:	86721011	CHIACOMPLETE
Serial Number:	86241770	CHOLESTEROL360
Serial Number:	85608143	CINNAPURE
Serial Number:	87094917	CLEANFURZ
Serial Number:	87098864	COREZYME
Serial Number:	86531631	COREZYME XTS
Serial Number:	86776491	CORRECTFX
Serial Number:	86001465	CURCUMIN2K
Serial Number:	86531623	CUR-Q10
Serial Number:	86490509	DAYFX
Serial Number:	85971557	D-PURE
Serial Number:	85967901	DREAMWELL
Serial Number:	85970492	DYNAMIC MAN
Serial Number:	86776479	FIRMFY
Serial Number:	85970420	FLEXTREX
Serial Number:	86705381	FLEXTREX
Serial Number:	86111442	FOCUS360
Serial Number:	86249394	FUSION360
Serial Number:	86346639	GLUCOSE360
Serial Number:	86562968	JOJOBA BLUE
Serial Number:	86770282	JOJOBA RED
Serial Number:	87369941	LECTICORE
Serial Number:	85975063	LIVE IN THE NOW
Serial Number:	87093587	MATTEFX
Serial Number:	87377482	MEMORY ENERGIZER
Serial Number:	87058217	MULTI360
Serial Number:	86378767	NIGHTFX
Serial Number:	85970466	OCEANPUR
Serial Number:	87096993	OMEGA XTS
Serial Number:	87056042	OPTIPROSTATE
Serial Number:	87369937	OPTIPROSTATE ULTRA
Serial Number:	85970473	OPTIPROSTATE XTS
Serial Number:	87056533	OSTEO XTS
Serial Number:	87056557	POWERPQQ
Serial Number:	87078665	PROCUMIN PLUS
Serial Number:	86810192	PUR GEVITY
Serial Number:	85971555	PURALC

Property Type	Number	Word Mark
Serial Number:	85353770	PURBIOTIC
Serial Number:	87397429	PURDIM
Serial Number:	86562979	PURE-C
Serial Number:	85970502	PURVITALITY
Serial Number:	77870860	RED-Q10
Serial Number:	86206215	REGULEX
Serial Number:	77760530	RESVERAPLUS
Serial Number:	85970495	SAVE YOUR SKIN
Serial Number:	86435300	SKINGEVITY
Serial Number:	86727801	SKINGEVITY
Serial Number:	77760498	STOP AGING NOW
Serial Number:	86562973	SYNERGY3
Serial Number:	86129750	SYNERGY7
Serial Number:	86119031	SYNERGYGREENS
Serial Number:	86241020	T-JUVENATE
Serial Number:	86691990	TRIFX
Serial Number:	86883104	TURMAFLEX
Serial Number:	86112177	VISION360
Serial Number:	87467564	VISIONPLEX
Serial Number:	77760514	
Serial Number:	85445840	LIVE IN THE NOW YOUR GUIDE TO NATURAL HE
Serial Number:	86783252	SKIN GEVITY

#### 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

<b>NAME OF SUBMITTER:</b>	Guido Panzera
<b>SIGNATURE:</b>	/Guido Panzera/
<b>DATE SIGNED:</b>	02/27/2018

**Total Attachments: 3**

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## **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 Nutranext, LLC, a Delaware 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 "Nutranext Marks"), including those described on Schedule 1 to this Agreement; and

**WHEREAS**, the Assignor wishes to assign and transfer the Nutranext 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 Nutranext 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 Nutranext 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 Nutranext 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 Nutranext 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]

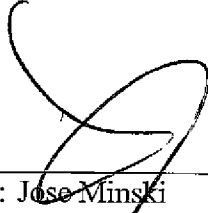
IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Agreement as of the date first written above.

**ASSIGNEE:**

**Nutranext Direct, LLC**

By: Its Member, Nutranext, LLC


By:

  
Name: Jose Minski  
Title: CEO and President

**ASSIGNOR:**

**Nutranext, LLC**

By:

  
Name: Jose Minski  
Title: CEO and President