

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464319

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	01/06/2017
<b>RESUBMIT DOCUMENT ID:</b>	900436293

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amazing Grass Intangibles, LLC		01/17/2017	Limited Liability Company: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	Glanbia Nutritionals (Ireland) Limited
<b>Street Address:</b>	Glanbia House
<b>City:</b>	Kilkenny
<b>State/Country:</b>	IRELAND
<b>Postal Code:</b>	R95 E866
<b>Entity Type:</b>	Limited Corporation: IRELAND

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Serial Number:</b>	86721880	AMAZING PROTEIN
<b>Serial Number:</b>	86571662	AMAZING FARMS
<b>Serial Number:</b>	86873892	AMAZING GREENS
<b>Registration Number:</b>	5249339	AMAZING SPORT
<b>Registration Number:</b>	4718825	GREEN SUPERFOOD
<b>Registration Number:</b>	4887502	RAW RESERVE
<b>Registration Number:</b>	3396808	GREEN SUPERFOOD
<b>Registration Number:</b>	3604767	KIDZ SUPERFOOD
<b>Registration Number:</b>	2849673	AMAZING GRASS
<b>Registration Number:</b>	3528943	AMAZING MEAL

## 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: trademark@amintalati.com

Correspondent Name: James G. Thiede

Address Line 1: 100 S Wacker Dr

TRADEMARK

**Address Line 2:** Suite 2000  
**Address Line 4:** Chicago, ILLINOIS 60606

**DOMESTIC REPRESENTATIVE**

**Name:** James G. Thiede  
**Address Line 1:** 100 S Wacker Dr  
**Address Line 2:** Suite 2000  
**Address Line 4:** Chicago, ILLINOIS 60606

**NAME OF SUBMITTER:** James G. Thiede

**SIGNATURE:** /James G. Thiede/

**DATE SIGNED:** 03/05/2018

**Total Attachments: 18**

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**AMAZING GRASS INTANGIBLES, LLC**

**AND**

**GRASS ADVANTAGE, LLC**

**AND**

**GLANBIA NUTRITIONALS (IRELAND) LIMITED**

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**ASSET PURCHASE AGREEMENT**

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**THIS ASSET PURCHASE AGREEMENT** (this "Agreement") is dated the 17<sup>th</sup> day of January 2017 between:

- (1) **AMAZING GRASS INTANGIBLES, LLC**, a Nevada limited liability company, whose registered office is at 2215-B Renaissance Drive, Las Vegas, NV 89119, United States of America ("Seller I");
- (2) **GRASS ADVANTAGE, LLC**, a Delaware limited liability company, whose registered office is at 2711 Centerville Rd, Suite 400, Wilmington, DE 19808, United States of America ("Seller II"); and
- (3) **GLANBIA NUTRITIONALS (IRELAND) LIMITED**, incorporated and registered in Ireland with company number 12332 whose registered office is at Glanbia House, Kilkenny, R95 E866, Ireland (the "Purchaser").

Seller I and Seller II each a "Seller" and together the "Sellers".

The Sellers and Purchaser, each a "Party", together the "Parties".

**BACKGROUND:**

- (A) The Sellers are the owner of the Assets, as defined below.
- (B) The Purchaser has agreed with the Sellers to purchase the Assets on the terms and conditions of this Agreement.

**AGREED TERMS:**

The Parties agree as follows:

**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this Clause 1.1 apply in this Agreement:

**Agreement:** means this Asset Purchase Agreement together with all appendices, exhibits and schedules hereto.

**Ancillary Acquisition Costs:** means all third party consultancy and advisor fees incurred by the Seller as a direct consequence of the acquisition of the Assets, which, for the avoidance of doubt, shall exclude the direct cost of acquiring the Assets.

**Assets:** means the Business Intellectual Property Rights together with those other assets listed in Clause 2.1.

**Business Day:** means a day other than a Saturday, Sunday or public holiday in Ireland or the United States when banks in Dublin and New York are open for business.

**Business Intellectual Property Rights:** means all U.S. and foreign intellectual property, including, without limitation: (i) all trade names, Trade Marks, service marks, brand names, taglines, slogans, trade dress and foreign and domestic applications and registrations (including product registrations) of the foregoing; (ii) all patents, patent applications, industrial designs, including, without limitation, all foreign, domestic, regional, and international applications and registrations of the foregoing; (iii) all copyrights in both published works and unpublished works, and applications and registrations of the foregoing; (iv) all trade secrets, inventions and discoveries that may or may not be patentable, product formulations, proprietary information, customer, supplier, co-manufacturing and co-packaging lists and information, technical information and process technology, know-how, manufacturing processes, confidential information, software, product recipes, customer and consumer data, business plans and blueprints, or any other information where, in each case,

such information is valuable to the Sellers' businesses and such value of such information is derived at least in part from the fact that the information is not publically known; and (v) all rights in internet web sites, internet domain names and social media handles.

**Effective Date:** means 11:59 PM Pacific Time on 6 January 2017. To the extent that this Agreement is not formally executed by the Effective Date, both Sellers and Purchaser agree and acknowledge that this Agreement reflects the terms and conditions that exist between the Parties as agreed orally between them as of the Effective Date.

**Initial Purchase Price:** means USD [REDACTED]

**Purchase Price:** means the aggregate market value of the Assets as determined by the Purchase Price Allocation Report.

**Purchase Price Allocation Report:** means an independently prepared purchase price allocation report prepared in accordance with International Financial Reporting Standards.

**Trade Marks:** means the registered trade marks and the applications and corresponding trade names, brand names and product names including, without limitation, those set out in Schedule 1.

**US GAAP:** means United States Generally Accepted Accounting Principles.

## 2. SALE AND PURCHASE

- 2.1 In consideration of the Purchase Price, Sellers as legal and beneficial owners hereby assign to the Purchaser absolutely all right, title and interest in and encumbrance free:
- (a) Any and all of the Business Intellectual Property Rights that the Sellers may hold together with all goodwill associated with the use of such Business Intellectual Property Rights; and,
  - (b) All finished goods inventory owned by the Sellers that is current, merchantable, usable and saleable in the ordinary course of business consistent with past practices, using sales practices consistent in all material respects with the Sellers' past practices, net of any reserve for obsolescence and is valued at the lower of cost or market, with cost determined using the average cost method, applied in a manner consistent with US GAAP, including without limitation those set out in Schedule 2.
- 2.2 The Initial Purchase Price shall be paid in cash to such bank account as the Sellers shall jointly specify in writing to the Purchaser within twenty (20) days of the Effective Date.
- 2.3 The Parties agree that the Purchase Price shall be final on the date of issue of the Purchase Price Allocation Report.
- 2.4 In the event the Purchase Price is in excess of the Initial Purchase Price the Purchaser shall pay such excess amount to the Sellers' nominated bank account within thirty (30) days of the date of issue of the Purchase Price Allocation Report.
- 2.5 In the event that the Purchase Price is less than the Initial Purchase Price the Seller shall pay an amount equal to the difference between the Purchase Price and Initial Purchase Price to the Purchaser. Such an amount shall be paid by the Sellers to the Purchasers' nominated bank account within thirty (30) days of the date of issue of the final Purchase Price Allocation report.
- 2.6 If the transfer of Assets from the Sellers to the Purchaser are subject to tax (whether by way of direct assessment or withholding at its source), the Sellers shall be obliged to discharge all such liabilities.

- 2.7 Completion of the sale and purchase of the Assets will be deemed to have taken place on the Effective Date.
- 2.8 Risk, all rights in and title to the Assets shall pass to the Purchaser with effect from the Effective Date.
- 2.9 The Purchaser agrees to reimburse the Sellers for a reasonable portion of the Seller's Ancillary Acquisition Costs of the Assets. The Parties shall negotiate in good faith to agree to a reasonable allocation of acquisition costs to be reimbursed.

**3. WARRANTIES**

3.1 Seller hereby warrants to the Purchaser that:

- (a) it has the right and power to sell and transfer the full legal and beneficial ownership of the Assets on the terms set out in this Agreement;
- (b) it has not charged or mortgaged the Assets and the Assets are not held by any third party as security for any purpose whatsoever;
- (c) it has not assigned any of the Assets;
- (d) as far as it is aware, all the Assets are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assets, and there is nothing that might prevent any application listed in Schedule 1 proceeding to grant;
- (e) for each of the Trade Marks included within the Business Intellectual Property Rights, it is properly recorded as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (f) all previous assignments of the Trade Marks listed in Schedule 1 are valid and were registered within applicable time limits;
- (g) it will carry out at its own cost and expense such actions as reasonably requested by the Purchaser to effect the transfer of ownership of the Assets;
- (h) the Assets are free from the benefit or burden of any licence or other right;
- (i) upon the Effective Date, or as soon after the Effective Date as is practicable, the Sellers shall deliver to the Purchaser any documents necessary to give full effect to this Agreement, including any document required to vest in the Purchaser the legal and beneficial ownership of the Business Intellectual Property Rights and enabling the Purchaser to have the full benefit of this Agreement, and quiet enjoyment of the Business Intellectual Property Rights; and
- (j) to the extent any of the rights in and to use such Assets by the Purchaser are not immediately assignable, and to the extent any such rights are created in the future with respect to the aforementioned rights, Sellers shall use their best efforts to (i) provide Purchaser the benefits of any such rights and hold same in trust for Purchaser without additional compensation therefore; and (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits and rights to Purchaser, without additional compensation therefor.

**4. INDEMNITY**

- 4.1 Seller shall indemnify the Purchaser against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect, special or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Purchaser arising out of or in connection with:

- (a) any breach of the warranties contained in Clause 3.1; or
  - (b) the enforcement of this Agreement.
- 4.2 At the request of the Purchaser and at Sellers own expense, Seller shall provide all reasonable assistance to enable the Purchaser to resist any claim, action or proceedings brought against the Purchaser as a consequence of any breach of the warranties contained in Clause 3.1.
- 4.3 This indemnity shall apply whether or not the Purchaser has been negligent or at fault.
- 4.4 Nothing in this clause shall restrict or limit either Party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

**5. PROTECTION OF THE PURCHASER'S BUSINESS INTELLECTUAL PROPERTY RIGHTS**

5.1 The Sellers shall immediately notify the Purchaser in writing, giving full particulars, if any of the following matters come to its attention:

- (i) any actual, suspected or threatened infringement of any Business Intellectual Property Rights;
- (ii) any actual, suspected or threatened unauthorised disclosure, misappropriation or misuse of the Business Intellectual Property Rights;
- (iii) any claim made or threatened that exploitation of any Business Intellectual Property Rights infringes the rights of any third party; or
- (iv) any other form of attack, charge or claim to which the Business Intellectual Property Rights may be subject.

5.2 In respect of any of the matters listed in Section 5.1:

- (i) the Purchaser shall, in its absolute discretion, decide what action, if any, to take;
- (ii) the Purchaser shall have exclusive control over, and conduct of, all claims and proceedings;
- (iii) the Sellers shall not make any admissions other than to the Purchaser and shall provide the Purchaser with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
- (iv) the Purchaser shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.
- (v) The Sellers shall do all such acts and things in relation to the matters set forth in this Clause 5.2 as Purchaser shall deem desirable.

**6. FORCE MAJEURE**

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

7. MISCELLANEOUS PROVISIONS

- 7.1 This Agreement, together with any documents referred to in it, constitutes the whole agreement between the Parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 7.2 Subject to the terms of Clause 2, this Agreement shall be binding on and shall inure to the benefit of the Parties, their respective successors, successors in title, and assigns, and each Party agrees, on behalf of it, successors, successors in title, and assigns, to execute any instruments that may be necessary or appropriate to carry out and execute the purpose and intentions of this Agreement and hereby authorizes and directs its successors, successors in title, and assigns to execute any and all such instruments. Each and every successor in interest to any Party, whether such successor acquires such interest by way of gift, devise, assignment, purchase, conveyance, pledge, hypothecation, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. The rights of the Parties and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and the rights of any Party, or successor in interest to assign, sell, or otherwise transfer or deal with its interests under this Agreement shall be subject to the limitations and restrictions of this Agreement.
- 7.3 No variation of this Agreement shall be effective unless made in writing.
- 7.4 The remedies of the Parties under this Agreement are cumulative and shall not exclude any other remedies to which the Party may be lawfully entitled.
- 7.5 Each Party hereby covenants and agrees that it shall execute and deliver such deeds and other documents as may be required to implement any of the provisions of this Agreement.
- 7.6 The failure of any Party to insist on strict performance of a covenant hereunder or of any obligation hereunder shall not be a waiver of such Party's right to demand strict compliance therewith in the future, nor shall the same be construed as a novation of this Agreement.
- 7.7 This Agreement may be executed in multiple copies, each of which shall for all purposes constitute an Agreement, binding on the Parties, and each Party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.
- 7.8 This Agreement shall be governed by and construed in accordance with the laws of Ireland, and each Party hereby submits to the exclusive jurisdiction of Ireland for the purposes of resolving any dispute and/or enforcing any claim arising hereunder.
- 7.9 Titles or captions of articles and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.
- 7.10 Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall on a day that is not a Business Day, the Party having such privilege or duty shall have until 5:00 p.m. on the next succeeding Business Day to exercise such privilege, or to discharge such duty.
- 7.11 In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.
- 7.12 Whenever required by the context, the singular number shall include the plural, the plural number shall include the singular, and the gender of any pronoun shall include all genders.



- 7.13 Unless otherwise provided in this Agreement, each Party shall bear all fees and expenses incurred in performing its obligations under this Agreement.
- 7.14 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any Party as the agent of the other Party for any purpose.

**8. NOTICES**

- 8.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by post or recorded delivery or by commercial courier or by e-mail to the Party required to receive the notice at its address as set out below:

**Seller**

Address: if delivered personally, or sent by post or recorded delivery or by commercial courier:

1603 Orrington Ave  
Suite 1000,  
Evanston  
IL 60201  
United States of America

if by e-mail:

Thomas Tench (TTench@glanbia.com)  
With a copy to: GPN-Legal@glanbia.com  
Attention: Authorized Representative

**Purchaser**

Address: if delivered personally, or sent by post or recorded delivery or by commercial courier:

Glanbia Nutritionals (Ireland) Limited  
Glanbia House  
Kilkenny

R95 E866

Ireland

if by e-mail:

Michael Horan (mhoran@glanbia.ie)

Attention: Company Secretary

or as otherwise specified by the relevant Party by notice in writing to the other Party.

- 8.2 The provisions of this Clause 8 shall not apply to the service of any proceedings or other documents in any legal action.
- 8.3 Any and all notices, elections, offers, acceptances, and demands permitted or required to be made under this Agreement shall be in writing, signed by the person giving such notice, election, offer, acceptance, or demand and shall be delivered personally, or sent by registered or certified mail, or via expedited delivery by a recognized international courier (such as United Parcel Service, Federal Express or DHL) to the Party, at its address on file with the other Party or at such other address as may be supplied in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election, offer, acceptance, or demand.

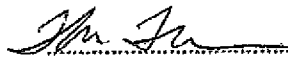
This Agreement has been entered into on the date stated at the beginning of it.

Signed by

**THOMAS TENCH**

for and on behalf of

**AMAZING GRASS INTANGIBLES, LLC**



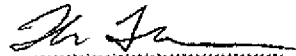
**AUTHORIZED REPRESENTATIVE**

Signed by

**THOMAS TENCH**

for and on behalf of

**GRASS ADVANTAGE, LLC**



**AUTHORIZED REPRESENTATIVE**

Signed by

**MICHAEL HORAN**

for and on behalf of

**GLANBIA NUTRITIONALS (IRELAND) LIMITED**

A handwritten signature in black ink, appearing to read 'M Horan', written over a horizontal dotted line.

**DIRECTOR & COMPANY SECRETARY**

**SCHEDULE I**

**Trade Marks\***

Trademark	Country	Application Date	Application Number	Registration Date	Registration Number	Class	Goods and Services
AMAZING FARMS	United States	App 20-MAR-2015	App 86571662			5	<p>Goods and Services:</p> <p>RPT. CL. 5 CEREAL GRASS NUTRITIONAL AND DIETARY SUPPLEMENTS FOR HUMAN CONSUMPTION MADE FROM WHEAT GRASS, BARLEY GRASS, RYE GRASS, OAT GRASS, SPELT, AND ALFALFA; DIETARY AND NUTRITIONAL SUPPLEMENTS COMPRISED PRIMARILY OF SUPERFOOD INGREDIENTS AND MANUFACTURED WITH ENVIRONMENTALLY SUSTAINABLE PRACTICES; NUTRITIONAL AND DIETARY SUPPLEMENTS FOR HUMAN CONSUMPTION MADE FROM FRUITS AND VEGETABLES COMPRISED PRIMARILY OF SUPERFOOD INGREDIENTS AND MANUFACTURED WITH ENVIRONMENTALLY SUSTAINABLE PRACTICES</p>
AMAZING GRASS	United States	App 11-JAN-2009	App 78207538	Reg 01-JUN-2009	Reg 2840673	5	<p>Goods and Services:</p> <p>RPT. CL. 5 CEREAL GRASS NUTRITIONAL AND DIETARY SUPPLEMENTS FOR HUMAN CONSUMPTION MADE FROM WHEAT GRASS, BARLEY GRASS, RYE GRASS, OAT GRASS, SPELT, AND ALFALFA</p>

AMAZING GREENS	United States	App 13-JAN-2016	App 8687389Z			5	Goods and Services: INT. CL. 5 DIETARY AND NUTRITIONAL SUPPLEMENTS FOR HUMAN CONSUMPTION MADE FROM FRUITS, VEGETABLES AND GREEN SUPERFOOD INGREDIENTS
AMAZING MEAL	United States	App 28-JAN-2008	App 77981866	Reg 04-NOV-2008	Reg 5528943	5	Goods and Services: INT. CL. 5 DIETARY AND NUTRITIONAL SUPPLEMENTS
AMAZING PROTEIN	United States	App 11-AUG-2015	App 86721880			5	Goods and Services: INT. CL. 5 DIETARY AND NUTRITIONAL PROTEIN SUPPLEMENTS FOR HUMAN CONSUMPTION, MADE FROM FRUITS AND VEGETABLES
AMAZING SPORT	United States	App 14-OCT-2016	App 87209676			5	Goods and Services: INT. CL. 5 DIETARY AND NUTRITIONAL SUPPLEMENTS FOR HUMAN CONSUMPTION MADE FROM FRUITS, VEGETABLES AND GREEN SUPERFOOD INGREDIENTS
FEEL AMAZING EVERY DAY	United States	App 11-APR-2016	App 86971896			5	Goods and Services: INT. CL. 5 DIETARY AND NUTRITIONAL SUPPLEMENTS FOR HUMAN CONSUMPTION MADE FROM FRUITS, VEGETABLES AND GREEN SUPERFOOD INGREDIENTS

GREEN SUPERFOOD	United States	App 01-JUL-2013	App 85974709	Reg 14-APR-2015	Reg 4718825	5	Goods and Services: INT. CL. 5 DIETARY AND NUTRITIONAL SUPPLEMENTS COMPRISED PRIMARILY OF SUPERFOOD INGREDIENTS AND MANUFACTURED WITH ENVIRONMENTALLY SUSTAINABLE PRACTICES; NUTRITIONAL AND DIETARY SUPPLEMENTS FOR HUMAN CONSUMPTION MADE FROM FRUITS AND VEGETABLES COMPRISED PRIMARILY OF SUPERFOOD INGREDIENTS AND MANUFACTURED WITH ENVIRONMENTALLY SUSTAINABLE PRACTICES
GREEN SUPERFOOD	United States	App 07-SEP-2006	App 78969016	Reg 11-MAR-2008	Reg 3596808	5	Goods and Services: INT. CL. 5 DIETARY AND NUTRITIONAL SUPPLEMENTS
KIDZ SUPERFOOD	United States	App 21-JAN-2005	App 78551312	Reg 07-APR-2009	Reg 3604767	5	Goods and Services: INT. CL. 5 NUTRITIONAL AND DIETARY SUPPLEMENTS FOR HUMAN CONSUMPTION MADE FROM FRUITS AND VEGETABLES
PROTEIN SUPERFOOD	United States	App 21-OCT-2015	App 86795246			5	Goods and Services: INT. CL. 5 DIETARY AND NUTRITIONAL SUPPLEMENTS, NUTRITIONAL AND DIETARY SUPPLEMENTS FOR HUMAN CONSUMPTION MADE FROM FRUITS AND VEGETABLES
RAW RESERVE	United States	App 01-JUL-2013	App 85974656	Reg 19-JAN-2016	Reg 4887502	5	Goods and Services: INT. CL. 5 DIETARY AND NUTRITIONAL SUPPLEMENTS MADE FROM RAW INGREDIENTS; NUTRITIONAL AND DIETARY SUPPLEMENTS FOR HUMAN CONSUMPTION MADE FROM RAW FRUITS AND RAW VEGETABLES
SUNRISE DESIGN	United States	10/9/2016	App 87191153			5	Dietary and nutritional supplements for human consumption made from fruits, vegetables and green superfood ingredients.

AMAZING GRASS	Argentina	25-OCT-2016	3554418		5	Dietary and nutritional supplements for human consumption made from fruits, vegetables and green superfood ingredients.
AMAZING GRASS	Brazil	18-OCT-2016	1805258		5	Dietary and nutritional supplements for human consumption made from fruits, vegetables and green superfood ingredients.
AMAZING GRASS	Canada	02-APR-2015	1722199		5	Nutritional and dietary supplements for human consumption made from wheat grass, barley grass, rye grass, oat grass, spelt, and alfalfa; Nutritional and dietary supplements for human consumption made from fruits and vegetables and manufactured with environmentally sustainable practices.
AMAZING GRASS	Chile	Awaiting filing particulars	Awaiting filing particulars		5	Dietary and nutritional supplements for human consumption made from fruits, vegetables and green superfood ingredients.
AMAZING GRASS	Guatemala	26-OCT-2016	2016-010678		5	Dietary and nutritional supplements for human consumption made from fruits, vegetables and green superfood ingredients.
AMAZING GRASS	Hong Kong	17-OCT-2015	303932794		5	Dietary and nutritional supplements for human consumption made from fruits, vegetables and green superfood ingredients.
AMAZING GRASS	Taiwan	Awaiting filing particulars	Awaiting filing particulars		5	Awaiting filing particulars
AMAZING GRASS	Madrid Protocol application designating AU, CN, CO, GB, JP, KR, MX, SG				5	Note: We cannot file extension applications to this IR and designate the EU. We can designate the other countries. Because the IR is based on the US registration for AMAZING GRASS, the goods need to correspond to the US application: Cereal grass nutritional and dietary supplements for human consumption made from wheat grass,

							barley grass, rye grass, oat grass, spelt and alfalfa.
AMAZING GREENS	European Union	21-APR-2015	13970553	23-SEP-2015	13970553	5	Nutritional and dietary supplements for human consumption made from wheat grass, barley grass, rye grass, oat grass, spelt, and alfalfa; Dietary and nutritional supplements comprised primarily of superfood ingredients and manufactured with environmentally sustainable practices; Nutritional and dietary supplements for human consumption made from fruits and vegetables comprised primarily of superfood ingredients and manufactured with environmentally sustainable practices.
AMAZING GREENS	Canada	08-APR-2015	1722734			5	Nutritional and dietary supplements for human consumption made from wheat grass, barley grass, rye grass, oat grass, spelt, and alfalfa; Nutritional and dietary supplements for human consumption made from fruits and vegetables and manufactured with environmentally sustainable practices.
GREEN SUPERFOOD	Argentina	25-Oct-2015	3554417			5	Dietary and nutritional supplements for human consumption made from fruits, vegetables and green superfood ingredients.



GREEN SUPERFOOD	Brazil	Awaiting filing particulars	Awaiting filing particulars	Awaiting filing particulars	5	Note: We cannot file extension applications to this IR and designate the EU. We can designate the other countries. Because the IR is based on the US registration for AMAZING GRASS, the goods need to correspond to the US application: Cereal grass nutritional and dietary supplements for human consumption made from wheat grass, barley grass, rye grass, oat grass, spelt and alfalfa.
GREEN SUPERFOOD	Canada	26-OCT-2016	1805258		5	Dietary and nutritional supplements for human consumption made from fruits, vegetables and green superfood ingredients.
GREEN SUPERFOOD	Chile	17-OCT-2016	303952794		5	Dietary and nutritional supplements for human consumption made from fruits, vegetables and green superfood ingredients.
GREEN SUPERFOOD	Guatemala	25-OCT-2016	3554418		5	Dietary and nutritional supplements for human consumption made from fruits, vegetables and green superfood ingredients.
GREEN SUPERFOOD	Hong Kong	Awaiting filing particulars	Awaiting filing particulars		5	Awaiting filing particulars
GREEN SUPERFOOD	Taiwan	8-APR-2015	1722734		5	Nutritional and dietary supplements for human consumption made from wheat grass, barley grass, rye grass, oat grass, spelt, and alfalfa; nutritional and dietary supplements for human consumption made from fruits and vegetables and manufactured with environmentally sustainable practices.

GREEN SUPERFOOD	Madrid Protocol application designating AU, CN, CO, EM, GB, JP, KR, MX, SG	20-OCT-2016	WIPO Reference 1015710201	5	Dietary and nutritional supplements comprised primarily of superfood ingredients and manufactured with environmentally sustainable practices; Nutritional and dietary supplements for human consumption made from fruits and vegetables comprised primarily of superfood ingredients and manufactured with environmentally sustainable practices.
SUNRISE DESIGN	Argentina	25-OCT-2016	3554416	5	Dietary and nutritional supplements for human consumption made from fruits, vegetables, and green superfood ingredients.
SUNRISE DESIGN	Brazil	Awaiting filing particulars	Awaiting filing particulars	5	Dietary and nutritional supplements for human consumption made from fruits, vegetables, and green superfood ingredients.
SUNRISE DESIGN	Canada	18-OCT-2016	1805231	5	Dietary and nutritional supplements for human consumption made from fruits, vegetables, and green superfood ingredients.
SUNRISE DESIGN	Columbia	Awaiting filing particulars	Awaiting filing particulars	5	Dietary and nutritional supplements for human consumption made from fruits, vegetables, and green superfood ingredients.
SUNRISE DESIGN	Guatemala	26-OCT-2016	2016-010677	5	Dietary and nutritional supplements for human consumption made from fruits, vegetables, and green superfood ingredients.
SUNRISE DESIGN	Hong Kong	17-OCT-2016	303932802	5	Dietary and nutritional supplements for human consumption made from fruits, vegetables, and green superfood ingredients.

SUNRISE DESIGN	Madrid Protocol application designating Australia, China, Columbia, European Union, Great Britain, Japan, Korea, Mexico, Singapore	28-OCT-2016	WIPO Reference 4016042101		5	Dietary and nutritional supplements for human consumption made from fruits, vegetables, and green superfood ingredients.
SUNRISE DESIGN	Taiwan	Awaiting filing particulars	Awaiting filing particulars		5	Dietary and nutritional supplements for human consumption made from fruits, vegetables, and green superfood ingredients.

\*Trade Marks shall include all word marks or design marks corresponding with the products and related brands or website domains, or each individual product name as reflected on the label or in advertising or marketing materials in addition to the above listed Trade Marks which are registered for use as of the date of this Agreement.

Schedule 2  
Finished Goods Inventory

<u>Location</u>	<u>Estimated Value</u>
Le Saint-Fontana, CA	USD 3,675,623
La Saint-Romeoville, IL	USD 3,287,502
Protein Research-Livermore, CA	USD 582