

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primal Nutrition, LLC		06/21/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Primal Health Coach LLC		
Street Address:	1641 S. Rose Ave.		
City:	Oxnard		
State/Country:	CALIFORNIA		
Postal Code:	93033		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5240188	PRIMAL HEALTH COACH	
CORRESPONDENCE DATA			
Fax Number:	3103944477		
<i>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.</i>			
Phone:	310-979-9190		
Email:	ksylvester@cislo.com, kristin@cislo.com, tmk@cislo.com		
Correspondent Name:	Kristin B. Kosinski Cislo & Thomas LLP		
Address Line 1:	12100 Wilshire Blvd.		
Address Line 2:	Suite 1700		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
NAME OF SUBMITTER:	Kristin B. Kosinski		
SIGNATURE:	/Kristin B. Kosinski/		
DATE SIGNED:	06/26/2018		
Total Attachments: 3			
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Assignment

WHEREAS, Primal Nutrition LLC, a Delaware limited liability company with an address of 1641 S. Rose Ave., Oxnard, California 93033 (“Assignor”) is the owner of Intellectual Property including copyrights, trademarks, and domain names;

WHEREAS, Assignor’s copyrights include its original works of authorship fixed in a tangible medium of expression (hereinafter termed Works), namely the materials appearing on and available via www.primalhealthcoach.com

WHEREAS, Assignor’s trademarks include the following trademark registration and applications in connection with a business and it owns all right, title, and interest in and to the business, the good will, and the registrations and applications concerning these marks (hereinafter, the “Marks”) in connection with the various goods and services stated in the registrations and applications:

Mark	Ser. No./Filing Date	Reg. No./Reg. Date
PRIMAL HEALTH COACH (US)	87/215,452 10/25/2016	5,240,188 07/11/2017
PRIMAL HEALTH COACH (EU)	017712035 01/19/2018	N/A
PRIMAL HEALTH COACH (CA)	1824233 02/23/2017	N/A

WHEREAS, Assignor’s domain name includes all right, title, and interest in and to, the good will, and the registration concerning www.primalhealthcoach.com (hereinafter “Domain Name”)

WHEREAS, Assignor previously acquired the entire right, title and interest in and to Reg. No. 5,240,188, together with the goodwill of the business symbolized by the trademark, from Primal Nutrition, Inc. by way of an assignment recorded in the U.S. Patent and Trademark Office on June 30, 2017 at reel/frame 6083/0463;

WHEREAS, Assignor is assigning the Works in and to any copyrights arising and/or granted in the United States and foreign countries;

WHEREAS, Assignor is assigning the Marks in the aforementioned trademark registration and applications to which the Marks pertain along with the good will thereof; and

WHEREAS, Assignor is assigning the Domain Name, any registrations therefore, along with the goodwill thereof; and

WHEREAS, Primal Health Coach LLC a Delaware limited liability company with an address of 1641 S. Rose Ave., Oxnard, California 93033 (“Assignee”) is desirous of acquiring Assignor’s entire right, title, and interest in and to the Works and in and to any copyrights thereon arising or granted in the United States and foreign countries, the Marks, and Domain

Name, and the goodwill symbolized thereby, and the aforementioned registration and applications therefore;

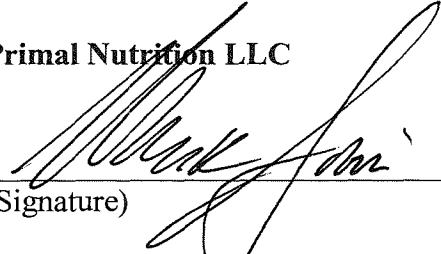
NOW, THEREFORE, for good and valuable consideration, received by Assignor from Assignee, the receipt and sufficiency of which is acknowledged by Assignor,

1. Assignor does hereby sell, assign, transfer, and convey unto Assignee, the entire right, title, and interest in and to the Works and in and to any and all copyrights on the Works that may arise or may be granted in the United States and any foreign country, and including each and every derivative Work arising from the Works.
2. Assignor assigns to Assignee its entire right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the above-identified registration and applications for the Marks.
3. Assignor assigns to Assignee its entire right, title, and interest in and to the Domain Name, together with the goodwill of the business symbolized by the Domain Name, and the above-identified web domain address for the Domain Name and any registrations therefor.
4. Assignor does hereby covenant and agree to cooperate with Assignee whereby Assignee may enjoy to the fullest extent the right, title, and interest herein conveyed. Such cooperation shall include:
 - a. prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect in it the right, title, and interest herein conveyed;
 - b. prompt execution of all petitions, oaths, specifications, declarations, or other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for obtaining copyright registration in the United States and/or foreign countries covering said Works, or works derived from said Works; for obtaining or renewing any trademark registrations in the United States and/or foreign countries for said Marks; or for obtaining or renewing domain name registrations for said Domain Name; and
 - c. prompt assistance and cooperation in the prosecution of legal proceedings involving said Works or derivative works therefrom, or the Marks or Domain Name, any registrations granted thereon, including proceedings before any Copyright Office or Trademark Office of the United States or any foreign country, any administrative proceedings, including those under the UDRP, and court actions, provided, however, that the expense which may be incurred by said Assignor in lending such assistance and cooperation be paid by Assignee.
5. The terms, covenants, and provisions of this assignment shall inure to the benefit of Assignee, its successors, assigns, and/or other legal representatives, and shall be binding upon said Assignor, its successors, assigns, and/or other legal representatives.
6. Assignor warrants and represents that it has not entered into any assignment, contract, or understanding in conflict herewith.
7. This instrument contains the entire and only agreement between the parties and supersedes all pre-existing agreements between them respecting its subject matter. Any representation, promise, or condition in connection with said subject matter that

is not incorporated in this agreement shall not be binding upon either party. No modification, renewal, extension, and/or waiver of this agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension, or waiver is sought, unless made in writing and signed on behalf of such party by one in authority to do so.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument this _ day of June, 2018.

Primal Nutrition LLC



(Signature)

Mark Sisson, Managing Member

JUNE 21, 2018
(Date)

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