

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NeoCell Holding Company, LLC		03/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Everest NeoCell LLC		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	85002827	ARTHROPET	
Serial Number:	85390698	ARTHROPET	
Serial Number:	85934118	BEAUTY BURSTS	
Serial Number:	86109868	BEAUTY INFUSION	
Serial Number:	85734353	BEAUTY IS AN EXPRESSION OF HEALTH	
Serial Number:	86774390	CALM MATRIX	
Serial Number:	86541756	CHEWS YOUTH	
Serial Number:	86774388	CLARITY MATRIX	
Serial Number:	86541751	COLLAC BEAUTY CRYSTAL COMPLEX	
Serial Number:	76659906	COLLAGEN MD	
Serial Number:	85075396	COLLAGEN SPORT	
Serial Number:	86774379	DERMA MATRIX	
Serial Number:	86774401	DOSAGE.DALTON.DENSITY.	
Serial Number:	86774369	GLOW MATRIX	
Serial Number:	86785036	GLOWGETTER	
Serial Number:	86774373	MOVE MATRIX	
Serial Number:	85875293	NEOCELL	
Serial Number:	86418621	NEOCELL	
Serial Number:	76659907	NUTRIENTS YOU CAN TRUST	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86774359	PLATINUM MATRIX
Serial Number:	86774399	STRENGTHEN.HYDRATE.PROTECT.
Serial Number:	85875024	NEOCELL
Serial Number:	86774384	BONE MATRIX

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.

Phone: 5102081496
Email: trademarks@clorox.com
Correspondent Name: Adam C. Brink
Address Line 1: 1221 Broadway
Address Line 4: Oakland, CALIFORNIA 94612

NAME OF SUBMITTER:	Adam C. Brink
SIGNATURE:	/Adam C. Brink/
DATE SIGNED:	07/09/2018

Total Attachments: 7

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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT, dated as of March 30, 2018 (this “Agreement”), is by and between Everest NeoCell LLC, a Delaware limited liability company (the “Company”), and NeoCell Holding Company, LLC, a Delaware limited liability company (“Parent”). Parent and the Company are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Parent is engaged in the business of developing, marketing and/or selling dietary and nutritional supplements under the brand name NeoCell® (the “Business”); and

WHEREAS, in connection with certain restructuring transactions involving Parent, the Company and their respective affiliates, Parent intends to contribute and convey to the Company the assets and certain liabilities of Parent, subject to the terms, conditions and limitations set forth herein (such transaction, the “Contribution”).

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Defined Terms. For purposes of this Agreement:

“Accounts Receivable” has the meaning set forth in Section 2(b).

“Assumed Liabilities” has the meaning set forth in Section 3.

“Business” has the meaning set forth in the Recitals.

“Company” has the meaning set forth in the Preamble.

“Contract” means any contract, agreement, or other binding arrangement or understanding.

“Contributed Assets” has the meaning set forth in Section 2.

“Contribution” has the meaning set forth in the Recitals.

“Excluded Liabilities” has the meaning set forth in Section 3.

“Governmental Authority” means any United States or non-United States federal, national, supranational, state, provincial, local or similar government, governmental, regulatory or administrative authority, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any court, tribunal or arbitral or judicial body.

“Intellectual Property” means all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (i) trade names, trademarks and service marks (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights and applications (including intent to use applications and similar reservations of marks and all goodwill associated therewith) to register any of the foregoing (collectively, “Marks”); (ii) patents and patent applications (collectively, “Patents”); (iii) copyrights (registered and unregistered) and applications for registration (collectively, “Copyrights”); (iv) trade secrets, know-how, recipes, formulations, inventions, methods, processes and processing instructions, technical data, specifications, research and development information, technology, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic value (actual or, to the knowledge of the Parent, potential) from not being generally known to other persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, “Trade Secrets”); and (v) moral rights, publicity rights, database rights and any other proprietary or intellectual property rights of any kind or nature that do not comprise or are not protected by Marks, Patents, Copyrights or Trade Secrets.

“Parent” has the meaning set forth in the Preamble.

“Person” means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

“Tax Return” means any return, report or information statement or disclosure statement (including any amendments thereof) required to be filed with respect to Taxes and any accompanying schedules, exhibits, worksheets and the like filed with such return, report or statement.

“Taxes” means: (i) all federal, state, local, foreign and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, unclaimed property, franchise, profits, registration, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever (including any amounts resulting from the failure to file any Return), together with any interest and any penalties, additions to tax or additional amounts with respect thereto; (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period or otherwise through operation of law; and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person.

Section 2. Contribution of Assets. Upon the terms and subject to the conditions of this Agreement, effective as of the date hereof, Parent hereby contributes, transfers, assigns, conveys and delivers to the Company, and the Company hereby acquires and accepts from Parent, all the Parent’s right, title and interest in and to the assets of Parent (collectively, the

“Contributed Assets”), including, but not limited, to all of such right, title and interest in and to the following:

(a) Machinery, Equipment and Supplies. All machinery, equipment, technology and communications hardware and infrastructure, furniture, furnishings and accessories, parts, tools and supplies of all kinds including office supplies, owned by Parent and used in connection with the Business;

(b) Accounts Receivable. All accounts receivable, notes receivable and other debts due or accruing due to Parent in connection with the Business (the “Accounts Receivable”) and the full benefit of all security for the Accounts Receivable;

(c) Deposits and Advances. All performance and other bonds, security and other deposits, advances, advance payments, prepaid credits and deferred charges related to the Business;

(d) Cash. The cash that Parent holds in connection with the Business as of the day hereof;

(e) Contracts. Any and all rights in, to and under all Contracts to which Parent is a party in connection with the Business;

(f) Inventory. All inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories of the Business;

(g) Intellectual Property. All Intellectual Property that is owned by Parent and primarily used in connection with the Business, including any registration thereof;

(h) Leased Real Property. All rights in, to and under the real estate leases of Parent, together with all of Parent’s right, title and interest in and to all land, buildings, structures, easements, appurtenances, improvements (including construction in progress) and fixtures located thereon;

(i) Governmental Approvals. All permits, licenses, certificates, concessions, approvals, consents, permissions, clearances, exemptions, certifications, registration, variance, qualification, accreditation or authorization related to the Business issued, granted, given or otherwise made available by or under the authority of any government authority or pursuant to any legal requirement;

(j) Claims. All claims of Parent relating to the Business or the Contributed Assets, whether choate or inchoate, known or unknown, contingent or otherwise; and

(k) Books and Records. All books, files, papers, agreements, correspondence, databases, information systems, programs, software, documents, records and documentation thereof related to the Business or any of the Contributed Assets, on whatever medium.

Section 3. Assumption of Liabilities. Subject to and upon the terms and conditions of this Agreement, and effective as of the date hereof, the Company agrees to assume from

Parent and to pay, perform and discharge according to their terms all of the liabilities and obligations of Parent outstanding as of the date hereof, other than the Excluded Liabilities (collectively, the “Assumed Liabilities”). Nothing contained herein shall prevent the Company or its affiliates from contesting in good faith any of the Assumed Liabilities with any third party obligee. Notwithstanding the foregoing, the Company shall not assume any of Parent’s Tax liabilities and any obligations or liabilities of Parent related to Taxes or Tax Returns (collectively, the “Excluded Liabilities”), and the Excluded Liabilities shall remain the sole responsibility of Parent.

Section 4. Representations and Warranties of Parent. Parent hereby represents and warrants as follows to the Company:

(a) Formation and Qualification. Parent is a limited liability company duly incorporated and validly existing under the laws of the State of Delaware and has the power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement.

(b) Authorization; Execution; Binding Obligation. The execution and delivery of and performance by Parent of this Agreement and the consummation of the transactions contemplated hereby (the “Transaction”) have been duly authorized by all necessary corporate action on the part of Parent. This Agreement has been duly executed and delivered by Parent and constitutes legal, valid and binding agreements of Parent, enforceable against Parent in accordance with their respective terms subject only to (i) any limitation under applicable laws relating to bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting the enforcement of creditors’ rights, and (ii) general principles of equity.

Section 5. Representations and Warranties of the Company. The Company hereby represents and warrants as follows to Parent:

(a) Formation and Qualification. The Company is a limited liability company duly incorporated and validly existing under the laws of the State of Delaware and has the power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement.

(b) Authorization; Execution; Binding Obligation. The execution and delivery of and performance by the Company of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes legal, valid and binding agreements of the Company, enforceable against the Company in accordance with their respective terms subject only to (i) any limitation under applicable laws relating to bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting the enforcement of creditors’ rights, and (ii) general principles of equity.

Section 6. Further Assurances. Each Party shall duly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things in connection with this

Agreement that the other Party may reasonably require, without further consideration and without a right to claim any costs and expenses incurred in respect thereof, for the purposes of giving effect to this Agreement.

Section 7. Amendments and Waivers. This Agreement may not be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

Section 8. Governing Law and Jurisdiction. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the Transaction shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by either Party or such Party's successors or assigns against the other Party shall be brought and determined in the Court of Chancery of the State of Delaware.

Section 9. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Such consent shall not be required for any assignment by Parent or the Company to a party that succeeds to all or substantially all of Parent's or the Company's respective business or assets related to this Agreement (whether by sale, merger, operation of law or otherwise), provided that such assignee agrees to be bound by the terms and conditions of this Agreement. Any purported assignment in contravention of this provision shall be null and void.

Section 10. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written understandings and all contemporaneous oral negotiations, commitments and understandings between the Parties.

Section 11. Severability. If one or more of the provisions of this Agreement shall for any reason whatsoever be held invalid or unenforceable, such provisions shall be deemed severable from the remaining covenants, agreements and provisions of this Agreement and such invalidity or unenforceability shall in no way affect the validity or enforceability of such remaining covenants, agreements and provisions or the rights of any Party. To the extent permitted by applicable law, the Parties hereby waive any right pursuant to any provision of applicable law that renders any provision of this Agreement invalid or unenforceable in any respect.

Section 12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 13. No Third-Party Rights. Nothing in this Agreement shall be deemed to create any right in any person not a party hereto, and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

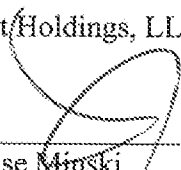
[Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first set forth above.

PARENT:

NEOCELL HOLDING COMPANY, LLC

By: Nutranext Holdings, LLC, its sole member

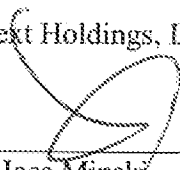
By: 
Name: Jose Minski
Title: President and Chief Executive Officer

COMPANY:

EVEREST NEOCELL LLC

By: NeoCell Holding Company, LLC,
its sole member

By: Nutranext Holdings, LLC, its sole member

By: 
Name: Jose Minski
Title: President and Chief Executive
Officer