

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481089

<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>
DIET CENTER, INC.		11/23/1994	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLNESS GROUP ACQUISITION COMPANY, INC.		
<b>Street Address:</b>	395 SPRINGSIDE DRIVE		
<b>City:</b>	AKRON		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44333		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1496217	DIET CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3303769646		
<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>			
<b>Phone:</b>	3302372572		
<b>Email:</b>	tldrenski@rennerkenner.com		
<b>Correspondent Name:</b>	TAMA L. DRENSKI		
<b>Address Line 1:</b>	106 S. MAIN STREET		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	AKRON, OHIO 44308		
<b>NAME OF SUBMITTER:</b>	Tama L. Drenski		
<b>SIGNATURE:</b>	/Tama L. Drenski/		
<b>DATE SIGNED:</b>	07/09/2018		
<b>Total Attachments: 4</b>			
source=Bill of Sale Diet Center Inc to Wellnes Group Acquisition Company Inc#page1.tif			
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OP \$40.00 1496217

November 23, 1994

## BILL OF SALE

Reference is made to the Amended and Restated Credit Agreement, dated as of February 5, 1993, among Diet Center, Inc., American Health Companies, Inc., the Banks listed on Annex A thereto and The Bank of New York, as Agent (the "Credit Agreement") and to the Amended and Restated Security Agreement, dated as of February 5, 1993, between Diet Center, Inc. and The Bank of New York, as Agent (the "Security Agreement").

Pursuant to its rights as a secured creditor of Diet Center, Inc. under the Credit Agreement and the Security Agreement and under Article 9, Section 9-504 of the Uniform Commercial Code as in effect in the State of New York, The Bank of New York, as Agent, hereby sells, conveys and transfers to Wellness Group Acquisition Company, Inc. all of Diet Center, Inc.'s right, title and interest in, to and under the property listed on Schedule A to the extent such property is subject to such Article 9 and is owned by Diet Center, Inc. on the date that this Bill of Sale is delivered to Wellness Group Acquisition Company, Inc. in accordance with Section 1.02(a) of the Purchase and Sale Agreement, dated as of November 22, 1994, among The Bank of New York, as Agent, and Wellness Group Acquisition Company, Inc.

The Bank of New York makes no warranty of title or that such property is free of liens or claims in favor of others and makes no warranty of marketability in respect of such property, which property is sold in an "as is, where is" condition with all faults. By acceptance of delivery of this Bill of Sale, Wellness Group Acquisition Company, Inc. affirms that The Bank of New York makes no warranty that said property is fit for any particular purpose and that there are no representations or warranties, expressed, implied or statutory.

IN WITNESS WHEREOF, The Bank of New York, as Agent, has executed this Bill of Sale on the date first above written.

THE BANK OF NEW YORK, as Agent

BY Richard P. Heenan, its Vice President

Schedule A

In each case as defined in Exhibit 1, all of Diet Center, Inc.'s right, title and interest in:

- (i) all Receivables;
- (ii) all General Intangibles;
- (iii) all Inventory;
- (iv) all Machinery and Equipment;
- (v) all other property subject to the security interest of The Bank of New York, as Agent, under the Security Agreement.

"General Intangibles" means (i) any and all intangible, personal property of Diet Center, Inc. of every kind, nature and description including, but not limited to, (A) rights to the payment or receipt of money or other forms of consideration of any kind at any time now or hereafter owing or to be owed to Diet Center, Inc. (B) claims for tax refunds, (C) causes of action, whether sounding in tort, contract, patent infringement or otherwise and whether or not currently in litigation, (D) judgments, (E) Intellectual Property, (F) inventions, (G) trade secrets, (H) designs, (I) goodwill, (J) licenses, (K) franchises, (L) customer lists and (M) corporate and other business records, and (ii) any and all tangible, personal property in the nature of documents, records and the like, constituting, evidencing or otherwise relating to any such intangible personal property, but excluding any property that otherwise constitutes Collateral.

"Intellectual Property" means (i) (A) (1) all (aa) patents and patent rights, (bb) trademarks, trademark rights, trade names, trade name rights, corporate names, business names, trade styles, service marks, logos and general intangibles of like nature and (cc) copyrights, in each case whether registered or pending and whether registered or pending under the laws of the United States of America or any other country, (2) all reissues, continuations, continuations-in-part and extensions thereof and (B) all rights under applications (whether pending under the laws of the United States of America or any other country) relating to any of the foregoing, (ii) all rights under licenses (whether as licensor or licensee) relating to any of the foregoing and (iii) all other rights with respect to any of the foregoing.

"Inventory" means (i) all inventory, including (A) all goods held by Diet Center, Inc. for sale or lease or to be furnished under contracts of service or furnished under such contracts; (B) all work in process; (C) all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such inventory or otherwise used or consumed in the Diet Center, Inc.'s business; and (ii) all documents evidencing and general intangibles relating to any of the foregoing.

"Machinery and Equipment" means (i) all machinery, equipment, spare parts, tools, furniture, furnishings and instruments of conveyance, including aircraft, vessels and automotive vehicles, (ii) all other goods except goods that constitute General Intangibles by virtue of clause (ii) of the definition thereof or Inventory; and (iii) all replacements and substitutions for, and all accessions to, the foregoing, in each case wherever located and whether or not the same constitutes a "fixture".

"Receivables" means any and all rights and claims to the payment or receipt of money or other forms of consideration or compensation of any kind at any time now or hereafter owing or to be owing or claimed or which could be claimed to be owing to Diet Center, Inc. (whether, if subject to the Uniform Commercial Code, classified thereunder as accounts, contract rights, chattel paper, general intangibles, instruments, securities or otherwise) including, but not limited to, any and all such rights and claims in, to and under: (i) (A) accounts, (B) contracts, including guaranties and contracts of insurance of all kinds, including credit and key-man life insurance, (C) letters of credit, (D) chattel paper, (E) notes, (F) drafts, (G) instruments, (H) documents, (I) acceptances, (J) tax refunds, (K) judgments and (L) all other debts, obligations and liabilities in whatever form now or hereafter owing to Diet Center, Inc. and (ii) all causes of action, whether sounding in tort, contract or otherwise and whether or not currently in litigation.