

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kirkman Group, Inc.		11/08/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	INW Life Sciences, LLC		
Street Address:	2101 Cedar Springs Road, Suite 1600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85331706	K KIRKMAN LABS	
Registration Number:	4176584	ULTRA TESTED	
Registration Number:	4176583	ULTRA TESTED	
Serial Number:	85021038	KIRKMAN ULTRA PURE	
Registration Number:	3348625	K KIRKMAN	
Registration Number:	3169915	ISOGEST	
Registration Number:	3968386		
Registration Number:	3839486	BIOFILM DEFENSE	
Registration Number:	3544412	KIRKMAN KLEEN	
Registration Number:	2739592	KIRKMAN	
Registration Number:	1000478	NU-THERA	
Registration Number:	1322947	FLURA-DROPS	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	214-999-4344		
Email:	ipdocketing@foley.com		
Correspondent Name:	Michael W. Dubner		
Address Line 1:	Foley & Lardner LLP		

TRADEMARK

Address Line 2: 2021 McKinney Ave., Suite 1600
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Michael W. Dubner

SIGNATURE: /Michael W. Dubner/

DATE SIGNED: 12/28/2018

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter “*Assignment*”) made effective November 12, 2018 (the “*Effective Date*”), is by and between Kirkman Group, Inc., a Nevada corporation, previously an Oregon corporation, having an address of 10639 Professional Circle, Reno, Nevada 89521 (“*Assignor*”), and INW Life Sciences, LLC, a Delaware limited liability company, having an address of 2101 Cedar Springs Road, Suite 1600, Dallas, Texas 75201 (“*Assignee*”). Assignor and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, Assignor owns the entire rights, title and interest in and to the trademarks and trademark registrations (hereinafter referred to collectively as “*Trademarks*”) listed on the attached Schedule 1;

WHEREAS, in connection with that certain Intellectual Property Acquisition and Grant-Back License Agreement, dated as of the date hereof, by and among Assignor, Assignee, and the other parties thereto, Assignor has agreed to assign to Assignee the entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and any and all common law rights of such Assignor to the Trademarks; and

WHEREAS, Assignee desires to obtain the entire right, title and interest in and to said Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and any and all common law rights of such Assignor to the Trademarks, all on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration for the foregoing premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment**. Assignor does hereby sell, assign and transfer to said Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, any and all common law rights of Assignor to such Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Trademarks, and in and to all rights corresponding to the foregoing throughout the world.

2. **Further Assurances**. Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to secure to Assignee or to its designee the rights herein assigned, including, but not limited to, executing and delivering to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights herein assigned.

3. **Counterparts**. This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed to be effective as of the Effective Date.

ASSIGNOR:

[Signature]

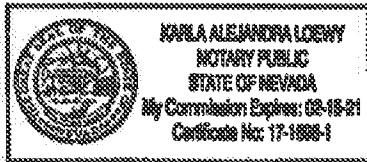
By: David Humphrey

Title: President

STATE OF Nevada §

COUNTY OF Clark §

On this 8 day of November, personally appeared before me David Humphrey, known to me to be the President of Kirkman Corp. Inc., the Assignor named in the foregoing Agreement, and acknowledged that he/she executed the foregoing Agreement on behalf of said Assignor and pursuant to authority duly received.



[Signature]
Notary Public, State of Nevada

ASSIGNEE:

[Signature]

By: Marquez D. Bela

Title: Vice President

STATE OF Texas §

COUNTY OF Dallas §

On this 12th day of November, personally appeared before me Marquez D. Bela, known to me to be the Vice President of INNLG, the Assignee named in the foregoing Agreement, and acknowledged that he/she executed the foregoing Agreement on behalf of said Assignee and pursuant to authority duly received.

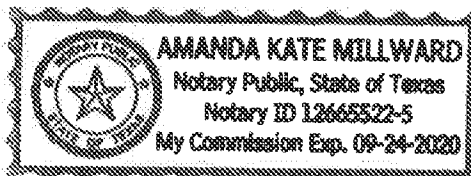
[Signature]
Notary Public, State of Texas

Trademark Assignment

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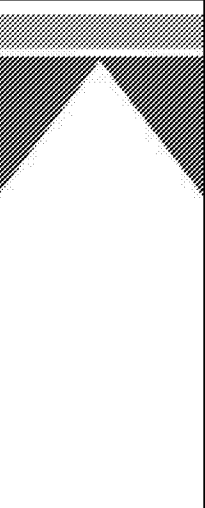


TRADEMARK

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SCHEDULE 1

All registered, unregistered, and common law trademarks and other interests, past and present, in trademarks of Assignor, including, but not limited to, the following:

Mark	Reg./App. No.	Goods/Services	Owner/ Filing Date
	85/331,706 (US)	PHARMACEUTICALS AND NUTRITIONAL PRODUCTS, NAMELY, DIETARY AND FOOD SUPPLEMENTS	Kirkman Group, Inc. (OR) 5/26/11
	4176584 (US)	Pharmaceuticals and nutritional products, namely, dietary and food supplements	Kirkman Group, Inc. (OR) 7/17/12
ULTRA TESTED	4176583 (US)	Pharmaceuticals and nutritional products, namely, dietary and food supplements	Kirkman Group, Inc. (OR) 7/17/12
KIRKMAN ULTRA PURE	85021038 (US)	Pharmaceuticals and nutritional products, namely, hypallergenic supplements, dietary and food supplements	Kirkman Group, Inc. (OR) 4/22/10
	3348625 (US)	PHARMACEUTICALS AND NUTRITIONAL PRODUCTS, NAMELY, DIETARY AND FOOD SUPPLEMENTS	Kirkman Group, Inc. (OR) 12/4/07
ISOGEST	3169915 (US)	digestive enzyme supplement	Kirkman Group, Inc. (OR) 11/7/06
	3968386 (US)	Pharmaceuticals and nutritional products, namely, dietary and food supplements	Kirkman Group, Inc. (NV) 5/31/2011
BIOFILM DEFENSE	3839486 (US)	Pharmaceuticals and nutritional products, namely, dietary and food supplements	Kirkman Group, Inc. (OR) 8/24/10

KIRKMAN KLEEN	3544412 (US)	SHAMPOOS; CONDITIONERS FOR HAIR; GENERAL PURPOSE CLEANING, POLISHING, BLEACHING, AND ABRASIVE LIQUIDS AND POWDERS; SOAPS; LOTIONS FOR SKIN; PREPARATIONS FOR TOILET CLEANING PURPOSES	Kirkman Group, Inc. (OR) 12/9/08
KIRKMAN	2739592 (US)	Pharmaceuticals and nutritional products, namely, dietary and food supplements	Kirkman Group, Inc. (OR) 7/22/03
NU-THERA	1000478 (US)	VITAMIN AND MINERAL PREPARATION INTENDED FOR USE AS A DIETARY SUPPLEMENT	Kirkman Group, Inc. (OR) 12/31/74
FLURA-DROPS	1322947 (US)	Standardized Solution of Sodium Fluoride for Supplying Extra Dietary Fluorine by Addition to Food or Liquids	Kirkman Group, Inc. (OR) 3/5/85
	06017647 (Malaysia)	PHARMACEUTICALS AND NUTRITIONAL PRODUCTS, NAMELY, DIETARY AND FOOD SUPPLEMENTS	Kirkman Group, Inc. * Registration Date not provided.
	193965 (Israel)	PHARMACEUTICALS AND NUTRITIONAL PRODUCTS, NAMELY, DIETARY AND FOOD SUPPLEMENTS	Kirkman Group, Inc. * Registration Date not provided.
	T062243 IB (Singapore)	Pharmaceuticals and nutritional products, namely, dietary and food supplements	Kirkman Group, Inc. * Registration Date not provided.
	1141663 (Australia)	Pharmaceuticals and nutritional products, namely, dietary and food supplements	Kirkman Group, Inc. * Registration Date not provided.

Trademark Assignment

Schedule 1

	897517 (Madrid)	Pharmaceuticals and nutritional products, namely: dietary and food supplements	Kirkman Group, Inc. * Registration Date not provided.
KIRKMAN KLEEN	TMA761356 (CA)	Shampoos and conditioners for hair; all purpose cleaning, polishing, scouring and abrasive preparations; bleaching preparations; soaps for skin; lotions for skin; toilet bowl cleaners	Kirkman Group, Inc. * Registration Date not provided.
	IDM000170977 (Indonesia)	Produk-produk farmasi dan nutrisi, yaitu, suplemen diet dan suplemen makanan.	Kirkman Group, Inc. * Registration Date not provided.
KIRKMAN KLEEN	949422 (United Kingdom)	Shampoos; conditioners; cleaning, polishing, scouring and abrasive preparations; bleaching preparations; soaps; lotions; toilet preparation; deodorants; sanitary preparations; antibacterial preparations; disinfectants – in International Class 3.	Kirkman Group, Inc. * Registration Date not provided.
KIRKMAN KLEEN	949422 (World Intellectual Property Organization)	Pharmaceuticals and nutritional products, namely, dietary and food supplements.	Kirkman Group, Inc. * Registration Date not provided.
	146900 (Saudi Arabia)	Not identified in registration document.	Kirkman Group, Inc. * Registration Date not provided.
	897517 (World Intellectual Property Organization)	Pharmaceuticals and nutritional products, namely, dietary and food supplements.	Kirkman Group, Inc. * Registration Date not provided.