

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502082

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/22/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alpha XL Distribution LLC		11/30/2018	Limited Liability Company: FLORIDA
HERBEREX LLC		11/30/2018	Limited Liability Company: NEVADA
Nano Rush LLC		11/30/2018	Limited Liability Company: FLORIDA
Skinerals, LLC		11/30/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Naturally Driven, LLC
Street Address:	1010 W Trade Street
Internal Address:	#443
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5251499	HER DIET
Registration Number:	5000051	NR NANO RUSH
Registration Number:	5000040	NANO RUSH
Registration Number:	4800575	SKINERALS
Registration Number:	4826391	P PHENORAL
Serial Number:	87767015	ALPHA XL

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: 7045521889

Email: jjs@schwartz-iplaw.com

TRADEMARK

Correspondent Name: Jeffrey J. Schwartz
Address Line 1: 6100 Fairview Road, Suite 1135
Address Line 4: Charlotte, NORTH CAROLINA 28210

NAME OF SUBMITTER: Jeffrey J. Schwartz

SIGNATURE: /jjs/

DATE SIGNED: 12/14/2018

Total Attachments: 4

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Exhibit C

**TRADEMARK, TRADE NAME AND
DOMAIN NAME ASSIGNMENT AGREEMENT**

This TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment"), is dated as of the 30th day of November, 2018 (the "Signing Date") and made effective as of the 22nd day of November 2018 (the "Closing Date"), is made and entered into by and between NATURALLY DRIVEN, LLC, a Florida limited liability company ("Buyer"); Alpha XL Distribution LLC, a Florida Limited liability company, Herberex LLC, a Nevada limited liability company, Herberex LLC, a Nevada limited liability company, Nano Rush LLC, a Florida limited liability company, Prodigy Holdings Fulfillment LLC, a Florida limited liability company and Skinerals LLC, a Florida limited liability company (each individually a "Seller" and collectively, "Sellers"); and Michael Schindele, an individual resident of Florida, the sole member and manager of each of the Sellers (collectively the "Selling Member"), pursuant to that certain Asset Purchase Agreement, with a Closing Date as of November 22, 2018 (the "Purchase Agreement"), by and among Buyer, Sellers and the Selling Member that are parties thereto. Sellers and Buyer hereby agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Assignment have the meanings set forth in the Purchase Agreement. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"Domain Name" or "Domain Names" means the domain names listed on the attached Schedule A.

"Trademarks" means any trademark, service mark, logo, logotype, design, image, graphic, artwork, word, trade dress, identifier of any of the foregoing and any other indicia of source or origin of an entity or product, including, without limitation, the trademarks and associated design images listed on the attached Schedule A.

"Trade Name" or "Trade Names" means the trade names listed on the attached Schedule A.

"Sellers Web Sites" means all web sites located at all Domain Names together with all urls owned and/or controlled by Sellers and listed on Schedule A.

"Sellers Web Site Content" means the aspects of the domain located at any Sellers Web Site that may be perceived by the person accessing the Sellers Web Sites and/or that constitute the underlying code or programming infrastructure. Sellers Web Site Content includes but is not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text and other materials on a Sellers Web Site and the Trademarks used in connection with a Sellers Web Site. Sellers Web Site Content also includes any code used to create any element of the Sellers Web Site Content.

"Social Media Sites" means the social media pages and accounts listed on Schedule A, inclusive of all Sellers Web Site Content located at such pages and through such accounts.

2. **Assignment.** Closing at the Closing, Sellers hereby irrevocably assign, transfer and contribute to Buyer, all of Sellers' right, title and interest in and to the Trademarks together with any and

all goodwill associated with the Trademarks, the Trade Names together with any and all goodwill associated with the Trade Names; the registrations of the Domain Names together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights to the Domain Names, Web Site Content and the Social Media Sites, and for all of the above whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Domain Names and social media accounts of Sellers.

3. Registrar Procedures. Sellers will take all steps required by the current procedures promulgated by the registrars that are responsible for the transfer of the registrations of the Domain Names, to transfer the registrations of the Domain Names to Buyer, by completing the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to Buyer. Within seven (7) Business Days of the Closing, Sellers will initiate the transfer of the Domain Names to Buyer. At and after the date hereof, Sellers will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of the Domain Names upon Buyer's reasonable request.

4. Additional Actions. At any time after the date of this Assignment, at Buyer's request and expense, Sellers will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment, including, but not limited to providing Buyer with the user name and passwords for the Social Media Sites.

5. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

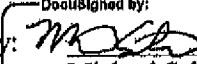
6. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Schedule A constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks, Trade Names, Domain Names, Social Media Sites and the Sellers Web Site Content. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither Sellers nor any party claiming through Sellers shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and Sellers forever waives any such defense.

[Signature pages follow.]

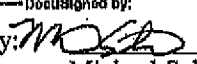
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLERS:

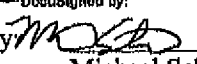
ALPHA XL DISTRIBUTION LLC

DocuSigned by:
By: 
Michael Schindele, Sole Member and Manager

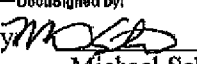
HERBEREX LLC, A NEVADA LIMITED LIABILITY COMPANY

DocuSigned by:
By: 
Michael Schindele, Sole Member and Manager

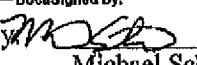
HERBEREX LLC, A FLORIDA LIMITED LIABILITY COMPANY

DocuSigned by:
By: 
Michael Schindele, Sole Member and Manager

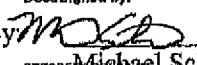
NANO RUSH LLC

DocuSigned by:
By: 
Michael Schindele, Sole Member and Manager


PRODIGY HOLDINGS FULFILLMENT LLC

DocuSigned by:
By: 
Michael Schindele, Sole Member and Manager

SKINERALS LLC

DocuSigned by:
By: 
Michael Schindele, Sole Member and Manager

SELLING MEMBER:

DocuSigned by:

Michael Schindele

BUYER:

NATURALLY DRIVEN, LLC

By: 
Anu Mehra, Member and Manager

Schedule A

List of Trademarks, Trade Names, Domain Names, and Social Media Sites

Trademarks:

HER DIET

Serial Number 86312183

Registration Number 5251499

Nano Rush

1 86736830 5000051 NR NANO RUSH TSDR LIVE

2 86735232 5000040 NANO RUSH TSDR LIVE

Skinerals

1 86241908 4800575 SKINERALS TSDR LIVE

PHENORAL

Serial Number 86536888

Registration Number 4826391

Alpha XL (pending)

1 87767015 ALPHA XL TSDR LIVE

Copyrights:

Alpha XL Distribution LLC:

Alpha XL Label (pending), Service Request Number 1-6782658461

Trade Names:

HER DIET

Skinerals

Nano Rush

PHENORAL

Shred X7

Domain Names:

Herdiet.com

NanoRush.com

Skinerals.com

Phenoral.com

AlphaXL.us

ShredX7.com

Social Media Sites:

Facebook:

HERdiet

Skinerals

Nano Rush

Phenoral

Shred x7

Instagram:

HERdiet

Skinerals