

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501172

<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>
Nutrition 21, LLC		12/07/2018	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bonafide Health, LLC		
<b>Street Address:</b>	1 Manhattanville Road		
<b>City:</b>	Purchase		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10577		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88082571	CLAIRVEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jessica.kraver@kattenlaw.com		
<b>Correspondent Name:</b>	Jessica Garrett Kraver		
<b>Address Line 1:</b>	575 Madison Avenue		
<b>Address Line 2:</b>	c/o Katten Muchin Rosenman LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	100511-00162		
<b>NAME OF SUBMITTER:</b>	Jessica G. Kraver		
<b>SIGNATURE:</b>	/Jessica G. Kraver/		
<b>DATE SIGNED:</b>	12/07/2018		
<b>Total Attachments: 2</b>			
source=Nutrition 21 Assignment - CLAIRVEE#page1.tif			
source=Nutrition 21 Assignment - CLAIRVEE#page2.tif			

CH \$40.00 88082571

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is entered into this 7th day of December, 2018 (the "Effective Date"), and is by and between Nutrition 21, LLC, a limited liability company organized and existing under the laws of the State of New York, having offices at 1 Manhattanville Road, Purchase, New York 10577 ("Assignor") and Bonafide Health, LLC, a limited liability company organized and existing under the laws of the State of New York, having offices at 1 Manhattanville Road, Purchase, New York 10577 ("Assignee").

WHEREAS, Assignor is the owner of U.S. Application Serial No. 88/082,571 for the mark CLAIRVEE in International Class 5 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire all of Assignor's ownership, right, title and interest in and to the Trademark, the business appurtenant thereto and the goodwill associated therewith, all as more specifically set forth herein; and

WHEREAS, Assignor wishes to transfer and assign to Assignee, all right, title, interest and ownership in and to the Trademark, the business appurtenant thereto and goodwill associated therewith, free and clear of all liens, claims and encumbrances, pursuant to the terms and provisions set forth herein.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Trademark, together with the portion of the business appurtenant thereto, including the goodwill of the business; all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademark; and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the Trademark and the rights thereto.

Following the execution of this Assignment and at Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in and to the Trademark, and all related goodwill. At the request of Assignee, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future timely execute and deliver all such assignment documents to Assignee. Until such time as the assignment of the Trademark is duly recorded with the responsible government office (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Assignment, to be the owner of the Trademark.

If it shall be necessary to record this Assignment or other confirmatory documentation during the Interim Period, Assignor shall likewise cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to record and file assignments and other materials confirming ownership by Assignee and to maintain and enforce the Trademark.


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

NUTRITION 21, LLC

By:   
Name: Sara O'Brien  
Title: General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

BONAFIDE HEALTH, LLC

By:   
Name: Sara O'Brien  
Title: General Counsel