

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509824

<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>
Incline Health, Inc.		02/11/2019	Corporation: FLORIDA
KETO CODE, LLC		02/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Decode Nutrition, LLC		
<b>Street Address:</b>	4631 Johnson Road		
<b>Internal Address:</b>	Suite 1		
<b>City:</b>	Coconut Creek		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33073		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88294658	KETO CODE	
<b>Serial Number:</b>	87314677	FOCUSCODE	
<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>Phone:</b>	9545586999		
<b>Email:</b>	darren@heitnerlegal.com		
<b>Correspondent Name:</b>	Darren Heitner		
<b>Address Line 1:</b>	215 Hendricks Isle		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		
<b>NAME OF SUBMITTER:</b>	Darren Heitner		
<b>SIGNATURE:</b>	/Darren Heitner/		
<b>DATE SIGNED:</b>	02/12/2019		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of February 11, 2019 (“**Effective Date**”), between

**INCLINE HEALTH, INC.**, a corporation duly organized and existing under the laws of the State of Florida, having a principal address located at 4631 Johnson Road, Suite 1, Coconut Creek, FL 33073, and **KETO CODE, LLC**, a limited liability company duly organized and existing under the laws of the State of Delaware, having a principal address located at 4631 Johnson Road, Suite 1, Coconut Creek, FL 33073 (collectively the “**ASSIGNORS**”),

– AND –

**DECODE NUTRITION, LLC**, a limited liability company duly organized and existing under the laws of the State of Delaware, having a principal address located at 4631 Johnson Road, Suite 1, Coconut Creek, FL 33073 (“**ASSIGNEE**”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ASSIGNOR** and **ASSIGNEE** hereby agree as follows:

1. **Assignment and Transfer Of Intellectual Property**. **ASSIGNORS** hereby assign and transfer to **ASSIGNEE**, its successors, assigns, and/or other legal representatives, all rights, title, goodwill, and interest, for the United States of America, its territories, dependencies and possessions, and in all countries, jurisdictions, and political entities foreign to the United States of America, in and to the following:
  - a) All subject matter (“**SUBJECT MATTER**”) disclosed in the trademark applications (the “**TRADEMARKS**”) listed on **Schedule A**, attached hereto;
  - b) All applications for legal protection to be obtained for the **SUBJECT MATTER**, including the respective **TRADEMARKS**, all applications claiming the benefit of priority from the respective **TRADEMARKS**, applications in other countries, rights and all legal equivalents thereof;
  - c) All legal protection to be obtained for the **TRADEMARKS**, including any and all renewals and extensions thereof;
  - d) Any and all causes of action and enforcement rights, including all rights to sue, counterclaim, and recover for any past, present, and future infringement of, or liabilities for, all legal protection to be obtained for the **TRADEMARKS**; and
  - e) All rights to apply for and receive, in the name of **ASSIGNEE**, any and all legal protection for the **TRADEMARKS**.

2. **Representations and Warranties.** ASSIGNORS hereby represent, warrant, and covenant that: (i) ASSIGNORS have the full right and ability to convey ASSIGNORS' entire right, title, and interest herein conveyed, and that no assignment, sale, grant, mortgage, license or other agreement or encumbrance has been or will be made or entered into that would, or could, affect the rights, titles, and interests conveyed herein; and (ii) ASSIGNORS have obtained the required consent of all persons needed to carry out this Agreement.
3. **Further Assurances.** ASSIGNORS hereby agree to do each of the following, when requested by ASSIGNEE, in order to carry out in good faith the intent and purpose of this assignment and to perfect ASSIGNEE's rights pursuant to this Agreement:
  - a) Promptly execute and deliver to ASSIGNEE or its legal representative any and all application papers, oaths, assignments, powers of attorney, and other documents or instruments that ASSIGNEE may consider necessary or desirable in order to apply for, perfect, maintain, issue, and enforce all protections in and to the TRADEMARKS, including assisting in the prosecution of all applications for legal protection that may be made;
  - b) Cooperate with ASSIGNEE in every way possible in any interference, litigation, mediation, arbitration or other proceeding regarding the TRADEMARKS, any applications for legal protection that includes the SUBJECT MATTER and/or TRADEMARKS, or any legal protection for the SUBJECT MATTER and/or TRADEMARKS, including, without limitation, promptly providing to ASSIGNEE all pertinent facts and documents that are known and accessible to ASSIGNOR relating to the SUBJECT MATTER and/or TRADEMARKS, any applications for legal protection that includes the SUBJECT MATTER and/or TRADEMARKS, or any legal protection for the SUBJECT MATTER and/or TRADEMARKS, and testifying as to same in any proceeding; and
  - c) Provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.
4. **Power of Attorney.** ASSIGNORS hereby grant the firm of Heitner Legal, P.L.L.C. with the authority and power to insert on this document any further information that may be necessary or desirable for the purposes of recordation in the United States Patent & Trademark Office or similar offices of any foreign country.
5. **Miscellaneous.**
  - a) This Agreement represents the complete understanding between the parties and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, whether oral or written, between the parties hereto with regard to the subject matter hereof.

## SCHEDULE A

Pursuant to the Assignment Agreement, dated February 11, 2019, to which this Schedule A is attached, ASSIGNORS hereby transfer and assign to ASSIGNEE, its successors, assigns, or other legal representatives, all rights, titles, and interests in and to all subject matter disclosed in the following trademark application:

- Word Mark – **KETO CODE**
  - Serial Number – 88294658
  
- Word Mark – **FOCUSCODE**
  - Serial Number – 87314677

- b) The headings of the Sections found in this Agreement are provided herein for convenience of reference only, and shall not be considered in construing their contents.
- c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same signature. Facsimile and other electronically transmitted signatures shall be binding upon receipt.
- d) This Agreement shall be enforced in accordance with the laws of the State of Florida, without regard to conflict of law principles relating thereto.

IN WITNESS WHEREOF, ASSIGNORS have caused this Agreement to be duly executed as of the Effective Date set forth above.

**INCLINE HEALTH, INC.**

Sign: 

Name: Michael Ganner

*I have authority to bind Assignor*

**KETO CODE, LLC**

Sign: 

Name: Michael Sanner

*I have authority to bind Assignor*