

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.N.G. Enterprises Incorporated		04/30/2019	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Herbal Brands, Inc.		
Street Address:	489 Fifth Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	2853016	1 SHOT	
Registration Number:	3706285	ASSURE DETOX	
Registration Number:	3258229	BUTT DUST	
Registration Number:	3350403	CHEEKY CLEAN	
Registration Number:	3056647	CLEANSING COCKTAIL	
Registration Number:	2671491	CLEANSING TABS	
Registration Number:	3828156	ELIMINEX	
Registration Number:	5330196	ERASE+DETOX	
Serial Number:	87690092	FOOT DE-FUNK	
Serial Number:	87690103	FOOT DE-FUNK	
Registration Number:	2960253	GENTLE CARE	
Registration Number:	3439690	GENTLE CARE	
Registration Number:	2001460	HERBAL CLEAN	
Registration Number:	3407614	KEESTER KREAM	
Registration Number:	2001461	MASTER TEA	
Registration Number:	2428925	MIRACLE BREAST	
Registration Number:	2064566	NATURAL TREASURES	
Registration Number:	2539181	PRETOX	
Registration Number:	5330195	PURITEX	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2756650	Q CARBO PLUS
Registration Number:	2539154	Q CLEAN
Registration Number:	4513293	QTABS
Registration Number:	2127630	QUICK TABS
Registration Number:	3886799	RELY
Serial Number:	87759237	SIMPLY SLENDER
Serial Number:	87759207	SIMPLY SLENDER
Registration Number:	3547936	SIMPLY SLENDER LEMONMADE DIET
Registration Number:	2705331	THE FIXX
Registration Number:	2748088	TOTAL ECLIPSE

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2149692741

Email: blove@akingump.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	699362.0013
NAME OF SUBMITTER:	Brenda Love
SIGNATURE:	/Brenda Love/
DATE SIGNED:	05/09/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of April 30, 2019, is made by B.N.G. Enterprises Incorporated, an Arizona corporation (“Assignor”), in favor of Herbal Brands, Inc., a Delaware corporation (“Assignee”), the purchaser of certain assets of Assignor pursuant to a Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other parties thereto (the “Purchase Agreement”). Capitalized terms used but not defined herein have the meanings given to the in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Intellectual Property Registrations, except to the extent constituting an Excluded Asset, including the following (the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (collectively, the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (collectively, the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to United States intent-to-use trademark applications set forth on Schedule 2 hereto, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

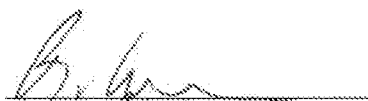
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

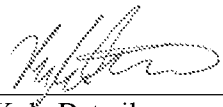
B.N.G. ENTERPRISES INCORPORATED

By: 
Name: Bradley Grossman
Title: Director

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

ASSIGNEE:

HERBAL BRANDS, INC.

By: 
Name: Kyle Detwiler
Title: President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS



Description	Country	Filing Date	Filing Number	Issue/Registration Date	Issue/Registration Number	Assignee(s)
Patent for Bottle Design	US	October 8, 2014	29/504,712	February 16, 2016	D749,419 S	BNG Enterprises, Inc.
Ribbed Container	US	December 8, 2017	29/628,963	N/A	N/A	BNG Enterprises, Inc.
Oil Can Container	US	December 8, 2017	29/628,964	N/A	N/A	BNG Enterprises, Inc.

Signature Page to Intellectual Property Assignment Agreement – B.N.G.

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Description	Country	Filing Date	Filing Number	Issue/Registration Date	Issue/Registration Number
1 SHOT	US	May 16, 2003	76514920	June 15, 2004	2853016
ASSURE DETOX	US	May 29, 2008	77486563	November 3, 2009	3706285
BUTT DUST	US	June 9, 2006	78904595	July 3, 2007	3258229
CHEEKY CLEAN	US	August 21, 2006	78956938	December 4, 2007	3350403
CLEANSING COCKTAIL	US	February 4, 2004	78362601	January 31, 2006	3056647
CLEANSING TABS	US	August 27, 2001	76305877	January 7, 2003	2671491
ELIMINEX	US	January 4, 2010	77904716	August 3, 2010	3828156
ERASE+DETOX	US	August 14, 2015	86725999	November 7, 2017	5330196
FOOT DE-FUNK	US	November 17, 2017	SN: 87690092		
FOOT DE-FUNK	US	November 17, 2017	SN: 87690103		
GENTLE CARE	US	February 24, 2003	76491738	June 7, 2005	2960253
GENTLE CARE	US	August 15, 2007	77256343	June 3, 2008	3439690
HERBAL CLEAN	US	October 10, 1995	75003292	September 17, 1996	2001460
KEESTER KREAM	US	June 2, 2006	78899620	April 1, 2008	3407614
MASTER TEA	US	October 10, 1995	75003295	September 17, 1996	2001461
MIRACLE BREAST	US	June 2, 1999	75719466	February 13, 2001	2428925

Description	Country	Filing Date	Filing Number	Issue/Registration Date	Issue/Registration Number
NATURAL TREASURES	US	October 10, 1995	75003298	May 27, 1997	2064566
PRETOX	US	February 16, 2000	75921348	February 19, 2002	2539181
PURITEX	US	August 14, 2015	86725995	November 7, 2017	5330195
Q CARBO PLUS	US	May 4, 2000	76041225	August 26, 2003	2756650
Q CLEAN	US	February 3, 2000	75909283	February 19, 2002	2539154
QTABS	US	July 24, 2012	85685885	April 15, 2014	4513293
QUICK TABS	US	October 10, 1995	75003297	January 6, 1998	2127630
RELY	US	August 15, 2008	77548626	December 7, 2010	3886799
<u>SIMPLY SLENDER</u> (Stylized) 	US	January 17, 2018	87759237		
SIMPLY SLENDER	US	January 17, 2018	87759207		
<u>SIMPLY SLENDER</u> <u>LEMONMADE</u> DIET and Design 	US	November 6, 2007	77322752	December 16, 2008	3547936
THE FIXX	US	August 25, 2001	76305376	April 8, 2003	2705331
TOTAL ECLIPSE	US	April 25, 2001	76246739	August 5, 2003	2748088

Schedule 2 to Intellectual Property Assignment Agreement – B.N.G.

TRADEMARK
REEL: 006641 FRAME: 0948

Description	Country	Filing Date	Filing Number	Issue/Registration Date	Issue/Registration Number
QUICK CAPS	Arizona	Not given	25900147	February 10, 1995	AZ 35073
Q CARBO PLUS	Canada	April 24, 2007	1344671	June 12, 2008	TMA716571
BNG BALAN'S	India	November 19, 2014	2847736	October 16, 2017	1677244
Q CARBO PLUS	Peru	April 27, 2007	2007-12829		
ASSURE DETOX	US	May 29, 2008	77486563	November 3, 2009	3706285
RELY	US	August 15, 2008	77548626	December 7, 2010	3886799
TOTAL ECLIPSE	US	April 25, 2001	76246739	August 5, 2003	2748088

Schedule 2 to Intellectual Property Assignment Agreement – B.N.G.