

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Do Vitamins, Inc.		05/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Do Vitamins Holdings LLC		
Street Address:	113 Cherry Street		
Internal Address:	Ste 84618		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4316844	PUREPUMP	
Registration Number:	5004874	POSTPUMP	
Registration Number:	4316843	VITABEARD	
Registration Number:	4837198	PUMPPILLS	
Registration Number:	4323656	ALPHAOMEGA	
Registration Number:	4782466	WONDERWHEY	
Registration Number:	4594774	DAILYD	
Registration Number:	5209035	DON'T DO DRUGS. DO VITAMINS.	
Registration Number:	4170757	DO VITAMINS	
Registration Number:	4555059	FEED YOUR BEARD.	
Registration Number:	5397840	PERFECTPEA	
Registration Number:	4660442	PRETTYPILLS	
Serial Number:	88213365	UBERMAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3059726663		

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Email: shawn@ecommlawgroup.com
Correspondent Name: Shawn A. Hussain
Address Line 1: 11718 SW 13th Ct
Address Line 2: Suite 1
Address Line 4: Pembroke Pines, FLORIDA 33025

NAME OF SUBMITTER: Shawn A. Hussain

SIGNATURE: /Shawn A. Hussain/

DATE SIGNED: 06/02/2019

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”), dated as of May 29, 2019 (the “**Effective Date**”), is made by Do Vitamins, Inc., a Delaware corporation (“**Assignor**”), in favor of Do Vitamins Holdings LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignee is the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated May 28, 2019, as may be amended to date (collectively, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor; and

WHEREAS, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “**Agencies**”).

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor and Assignor, all of Assignor’s and Assignor’s right, title and interest in and to the following:

a. all trademark registrations and trademark applications, including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the “**Trademark Assets**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Assets;

b. 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;

c. 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

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, 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 Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee’s reasonable request, 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 reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this 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 Trademark Assets. 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 of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this 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 Assignment.

5. Successors and Assigns. This 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 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without giving effect to any choice or conflict of law provision or rule.


(Signature Page Follows)

TRADEMARK

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

DO VITAMINS, INC.,
a Delaware corporation

By: 
John Giles, Chief Executive Officer

ASSIGNEE:

DO VITAMINS HOLDINGS LLC,
a Delaware limited liability company

By: 
Isidore Daniel Hatke, Manager

TRADEMARK

SCHEDULE 1

Trademark Assets

Mark	Agency	Registration Number	Registration Date
PurePump	United States Patent and Trademark Office	4316844	April 9, 2013
PostPump	United States Patent and Trademark Office	5004874	July 19, 2016
PumpPills	United States Patent and Trademark Office	4837198	October 20, 2015
VitaBeard	United States Patent and Trademark Office	4316843	April 9, 2013
AlphaOmega	United States Patent and Trademark Office	4323656	April 23, 2013
WonderWhey	United States Patent and Trademark Office	4782466	July 28, 2015
DailyD	United States Patent and Trademark Office	4594774	August 26, 2014
Don't Do Drugs. Do Vitamins.	United States Patent and Trademark Office	5209035	May 23, 2017
Do Vitamins	United States Patent and Trademark Office	4170757	July 10, 2012
Feed Your Beard	United States Patent and Trademark Office	4555059	June 24, 2014
Perfect Pea	United States Patent and Trademark Office	5397840	February 6, 2018
PrettyPills	United States Patent and Trademark Office	4660442	April 9, 2013
Uberman	United States Patent and Trademark Office	[Serial No. 88213365]	[Filing Date: December 1, 2018; Published for Opposition: April 16, 2019]