

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527515

<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>
5310 Holdings LLC		06/05/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Naked Whey, Inc.		
<b>Street Address:</b>	9 Island Ave.		
<b>Internal Address:</b>	Apt. 2102		
<b>City:</b>	Miami Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33139		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4914510	NAKED PROTEIN	
<b>Registration Number:</b>	4909503	NAKED PROTEIN WEIGHT MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029555564		
<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>	2024695163		
<b>Email:</b>	dan.neustadt@hkclaw.com, ptdocketing@hkclaw.com, chris.jamison@hkclaw.com		
<b>Correspondent Name:</b>	Daniel C. Neustadt		
<b>Address Line 1:</b>	800 17th Street NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	161128.2		
<b>NAME OF SUBMITTER:</b>	Daniel C. Neustadt		
<b>SIGNATURE:</b>	/Daniel C. Neustadt/		
<b>DATE SIGNED:</b>	06/12/2019		
<b>Total Attachments: 2</b>			
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OP \$65.00 4914510



## TRADEMARK ASSIGNMENT AND AGREEMENT

**THIS TRADEMARK ASSIGNMENT AND AGREEMENT** (“Agreement”) is made and entered into by and between Naked Whey, Inc., a corporation organized and existing under the laws of Florida with a principal place of business located at 9 Island Ave., Apt. 2102, Miami Beach, Florida 33139 (“Naked Whey”) and 5310 Holdings LLC, a California limited liability company with a record address of 5310 Beethoven Street, Los Angeles, California (“5310 Holdings”). For purposes of this Agreement, the term “Parties” shall refer to both Naked Whey and 5310 Holdings, collectively.

**WHEREAS**, 5310 Holdings is the owner, *inter alia*, of the following U.S. Patent and Trademark Office (“USPTO”) trademark registrations:

**NAKED PROTEIN**, RN 4914510, for “dietary supplements; food supplements; herbal supplements; nutritional supplements; vitamin supplements; mineral supplements; multi-vitamin and mineral supplements; all containing protein; sold as tablets, powders, capsules, 2-piece capsules, liquid soft-gel capsules; none of the foregoing to be sold in liquid beverage form” in Class 5 (registered March 8, 2016); and

**NAKED PROTEIN WEIGHT MANAGEMENT**, RN 4909503, for “dietary supplements; food supplements; herbal supplements; nutritional supplements; vitamin supplements; mineral supplements; multi-vitamin and mineral supplements; all containing protein; sold as tablets, powders, capsules, 2-piece capsules, liquid soft-gel capsules; none of the foregoing to be sold in liquid beverage form” in Class 5 (registered March 1, 2016) (collectively, the “Registrations”);

**WHEREAS**, as set forth [REDACTED] 5310 Holdings has continuously and exclusively used its **NAKED PROTEIN** and **NAKED PROTEIN WEIGHT MANAGEMENT** marks (the “Marks”) in connection with the registered Class 5 goods since at least as early as October 20, 2014;

**WHEREAS**, 5310 Holdings wishes to assign to Naked Whey, and Naked Whey wishes to acquire from 5310 Holdings, all right, title and interest to the Marks, including the Registrations and all associated good will;

**NOW THEREFORE**, for payment by Naked Whey [REDACTED] [REDACTED] 5310 Holdings does hereby assign all right, title and interest to the Marks, including the Registrations and all associated good will, and agrees to promptly execute such further documents as may be required to record such assignment with the USPTO. 5310

Holdings further agrees not to object to, oppose, petition to cancel or otherwise challenge, or cause third parties to challenge, use or registration by Naked Whey of the Marks, or any marks derived therefrom.

[Redacted]

[Redacted]

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, effective as of the latter of the dates of signature set forth below ("Effective Date").

NAKED WHEY, INC.

5310 HOLDINGS LLC

By: Stephen Zieminski

By: [Signature]

Name: Stephen Zieminski

Name: Kyle Irwin

Title: President

Title: Founder

Date: 6/5/2019

Date: 6/5/19