

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Supernutrition Life-Extension Research, Inc. dba Supernutrition and Supernutrition USA		09/03/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NOW Health Group, Inc.		
Street Address:	244 Knollwood Drive		
City:	Bloomingtondale		
State/Country:	ILLINOIS		
Postal Code:	60108		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1389652	SUPERNUTRITION	
Registration Number:	2966063	SIMPLY ONE	
Registration Number:	2982725	OPTI-PACK	
Registration Number:	4261195	ANTIOXIDANT POWER	
Registration Number:	4528171	WHAMMO SUPER ENERGY CAPS	
Registration Number:	4830574	SIMPLYONE HEART SMART	
Registration Number:	5081279	PERFECT KIDS	
Registration Number:	5408858	SEE CLEARLY	
Registration Number:	4443301	THINK CLEARLY	
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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$240.00 1389652

ATTORNEY DOCKET NUMBER:	119740.00027
NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	09/04/2019

Total Attachments: 4

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EXHIBIT D

ASSIGNMENT OF REGISTERED U.S. TRADEMARKS

This Assignment of Registered U.S. Trademarks ("*Trademark Assignment*"), dated as of September 3, 2019, is made by **Supernutrition Life-Extension Research, Inc., dba Supernutrition and Supernutrition USA**, a California corporation, with its principal place of business located at 1925 Brush Street, Oakland, California 94612 ("*Seller*"), in favor of **NOW Health Group, Inc.**, an Illinois corporation, with its principal place of business located at 244 Knollwood Drive, Bloomingdale, Illinois 60108 (hereinafter "*Buyer*"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of July 16, 2019 (the "*Asset Purchase Agreement*").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, all of Seller's right, title and interest in and to the following (the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
 - b) all rights of any kind whatsoever of Seller 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 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.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned Trademarks to Buyer, or any assignee or successor thereto.
3. **Counterparts.** This Trademark 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 Trademark 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 Trademark Assignment.
4. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. **Governing Law.** This Trademark 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 Trademark 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as for the date first written above.

**SUPERNUTRITION LIFE-
EXTENSION RESEARCH, INC.**

By: 
Name: Kathy Mooney
Title: President & CEO

SCHEDULE 1

1. **SUPERNUTRITION (US. Registration No. 1389652)**
2. **SIMPLY ONE (U.S. Registration No. 2966063)**
3. **OPTI-PACK (U.S. Registration No. 2982725)**
4. **ANTIOXIDANT POWER (U.S. Registration No. 4261195)**
5. **WHAMMO SUPER ENERGY CAPS (U.S. Registration No. 4528171)**
6. **SIMPLYONE HEART SMART & Design (U.S. Registration No. 4830574)**
7. **PERFECT KIDS (U.S. Registration No. 5081279)**
8. **SEE CLEARLY (U.S. Registration No. 5408858)**
9. **THINK CLEARLY (U.S. Registration No. 4443301)**