

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542163

<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>
Lucky Vitamin, LLC		09/20/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lucky Health Group, Inc.		
<b>Street Address:</b>	244 Knollwood Drive		
<b>City:</b>	Bloomingtondale		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60108		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87814638	WELLNESS CIRCLE	
<b>Serial Number:</b>	77673085	LUCKYVITAMIN.COM	
<b>Serial Number:</b>	85926189	LUCKY VITAMIN	
<b>Serial Number:</b>	86606289	LUCKYFIT	
<b>Serial Number:</b>	86606311	LUCKY HERBS	
<b>Serial Number:</b>	88071950	LUCKY ROOTS	
<b>Serial Number:</b>	88071956	LUCKY TRU	
<b>Serial Number:</b>	88071953	LUCKY AROMAS	
<b>Serial Number:</b>	88072076	LUCKY EATS	
<b>Serial Number:</b>	88072080	LUCKY PLANET	
<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@hklaw.com		
<b>Correspondent Name:</b>	Daniel C. Neustadt		
<b>Address Line 1:</b>	Holland & Knight LLP		
<b>Address Line 2:</b>	800 17th Street NW, Suite 1100		

OP \$265.00 87814638

<b>Address Line 4:</b>	Washington, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	119740.00031
<b>NAME OF SUBMITTER:</b>	Daniel C. Neustadt
<b>SIGNATURE:</b>	/Daniel C. Neustadt/
<b>DATE SIGNED:</b>	09/24/2019
<b>Total Attachments: 8</b> source=NOW - Lucky Vitamin - IP Assignment (Executed and Redacted)#page1.tif source=NOW - Lucky Vitamin - IP Assignment (Executed and Redacted)#page2.tif source=NOW - Lucky Vitamin - IP Assignment (Executed and Redacted)#page3.tif source=NOW - Lucky Vitamin - IP Assignment (Executed and Redacted)#page4.tif source=NOW - Lucky Vitamin - IP Assignment (Executed and Redacted)#page5.tif source=NOW - Lucky Vitamin - IP Assignment (Executed and Redacted)#page6.tif source=NOW - Lucky Vitamin - IP Assignment (Executed and Redacted)#page7.tif source=NOW - Lucky Vitamin - IP Assignment (Executed and Redacted)#page8.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made as of this 20<sup>th</sup> day of September, 2019 by and between (i) Lucky Vitamin, LLC, a Delaware limited liability company ("Assignor"), and (ii) Lucky Health Group, Inc., a Delaware corporation ("Assignee"), (each a "Party" and together the "Parties").

**WHEREAS**, pursuant to an Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Purchase Agreement"), Assignor is selling to Assignee, and Assignee is purchasing from Assignor, the Purchased Assets; and

**WHEREAS**, Assignor owns or holds a license to use (as applicable) the Seller Intellectual Property as of the execution date of this Agreement and, in connection with the Purchase Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Seller Intellectual Property, including the goodwill associated therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties hereto agree as follows:

1. Definitions. Capitalized terms have the meaning assigned to them in the Purchase Agreement unless they are defined in this Assignment.
  - 1.1 "Enforcement and Recovery Rights" means the right to sue and recover for past, current or future infringements, misappropriations or violations of an Intellectual Property right, including recovery of royalties, fees, income and other payments and proceeds (and to retain any damages recovered), (whether such fees, income, payments, or proceeds are due or accrue before, on or after the Closing Date), as well as the right to bring, make, oppose, defend any other cause of action (including passing off) arising from or relating to ownership of the Assigned Intellectual Property (as defined below).
  - 1.2 "Trademarks" means all trademarks related to the Business, including all common law trademarks, service marks, trade dress, logos, trade names, corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including with the Trademark Clearinghouse.

2. Assignment of Seller Intellectual Property. In consideration of and subject to the Purchase Agreement, effective at the Closing, Assignor hereby sells, assigns, and transfers to Assignee, all of its right, title, and interest (including all of its respective legal title, economic and beneficial ownership of, and, with respect to Trademarks, all goodwill associated therewith) in and to: (a) the Seller Intellectual Property, including without limitation, all of Assignor's right, title and interest in and to the Intellectual Property set forth on Schedule A; (b) all other Intellectual Property used or practiced directly or indirectly by the Business prior to the Closing ((a) – (b) collectively, the “Assigned Intellectual Property”); and (c) all of Assignor's Enforcement and Recovery Rights in, to and under the Assigned Intellectual Property.
3. Schedule. Set forth on Schedule A is a list of all:
  - 3.1 Registered Intellectual Property.
  - 3.2 Trademarks, excluding Registered Intellectual Property, used in the three years immediately preceding the Execution Date, or otherwise not abandoned.
  - 3.3 Trademark Clearinghouse applications and registrations owned by Seller.
4. Cooperation; Further Assistance. Assignor shall assist Assignee, at Assignee's reasonable cost and expense, to any extent reasonably necessary to transfer title in and to the Assigned Intellectual Property or to enforce its rights in the Assigned Intellectual Property. Assignor agrees to promptly execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, all as Assignee may reasonably request as being necessary or advisable to effect and/or evidence the transactions contemplated by this Assignment. Further, Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will upon reasonable request, without further consideration, promptly execute such additional writings necessary for the prosecution, maintenance and renewal of the Trademarks before the United States Patent and Trademark Office or any equivalent authorities in foreign countries, as Assignee or its successors and assigns may deem reasonably necessary.
5. Purchase Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail.
6. Successors and Assigns. This Assignment and all the terms hereof inure to the benefit of and are binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

7. 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 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 New York or any other jurisdiction).
8. Miscellaneous. The general provisions set forth in Article VIII (General Provisions) of the Purchase Agreement are hereby incorporated by reference herein.
9. Counterparts. This 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 Assignment delivered by facsimile, email 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective duly authorized officers, as of the date set forth above.

ASSIGNEE:

LUCKY HEALTH GROUP, INC.

By:   
Name: James P. Emme  
Title: President

[Signature Page to Intellectual Property Assignment]

TRADEMARK  
REEL: 006752 FRAME: 0657

**ASSIGNOR:**

**LUCKY VITAMIN, LLC**

By: 

Name: Sam Wolf

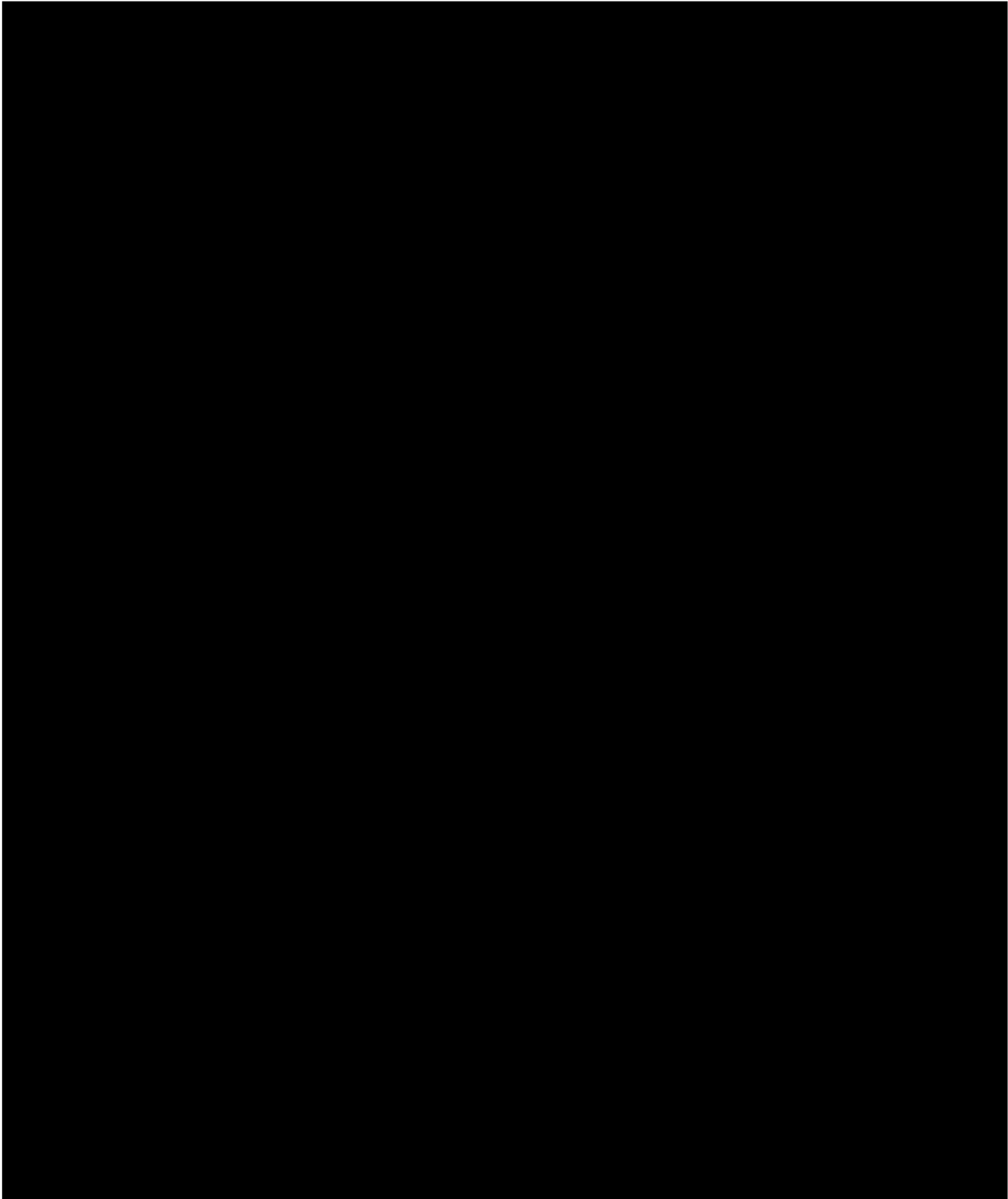
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 006752 FRAME: 0658**

**SCHEDULE A**

**SELLER INTELLECTUAL PROPERTY**





MARK	APPL. NO.	FILING DATE	REG. NO.	REG. DATE	CLASS(E S)	COUNTRY
LUCKY VITAMIN	1896843	12/22/2017	1896843	9/13/2018	5	Australia
LUCKY VITAMIN	1854321	6/25/2017	1854321	6/26/2018	35	Australia
LUCKY VITAMIN	914628070	5/4/2018	914628070	6/11/2019	35	Brazil
LUCKY VITAMIN	1893167	4/11/2018	N/A	N/A	5, 35	Canada
LUCKY VITAMIN	017882865	4/3/2018	017882865	1/18/2019	5, 35	European Union
LUCKY VITAMIN	2042328	5/2/2018	N/A	N/A	5	Mexico
LUCKY VITAMIN	2042327	5/2/2018	1913360	8/15/2018	35	Mexico
LUCKY VITAMIN	1091974	5/1/2018	1091974	9/3/2019	5	New Zealand
LUCKY VITAMIN	000003301199	4/3/2018	000003301199	6/29/2018	5, 35	United Kingdom
WELLNESS CIRCLE	87/814,638	2/28/2018	5651387	1/8/2019	35	United States
LUCKYVITAMIN.COM	77/673,085	2/8/2009	3756810	3/9/2010	35	United States
LUCKY VITAMIN	85/926,189	5/8/2013	4577075	7/29/2014	5	United States
LUCKYFIT	86/606,289	4/22/2015	5266424	8/15/2017	5, 32	United States
LUCKY HERBS	86/606,311	4/22/2015	5233107	6/27/2017	5	United States
LUCKY ROOTS	88/071,950	8/9/2018	5783572	6/18/2019	5	United States

<b>LUCKY TRU</b>	88/071,956	8/9/2018	5703052	3/19/2019	3	United States
<b>LUCKY AROMAS</b>	88/071,953	8/9/2018	5743939	5/7/2019	3	United States
<b>LUCKY EATS</b>	88/072,076	8/9/2018	5765692	5/28/2019	29, 30, 32	United States
<b>LUCKY PLANET</b>	88/072,080	8/9/2018	5854948	9/10/2018	3	United States