

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyper Network Solutions of Florida LLC		09/01/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	GPN SlimFast Commercial, LLC		
Street Address:	3500 Lacey Road Suite 1200		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	3842566	BEAUTY SCIENCE	
Registration Number:	4724009	BEAUTY SCIENCE	
Registration Number:	3721303	CARB CUTTER	
Registration Number:	4718253	CARDIO CAL	
Registration Number:	4700463	CITRITHIN	
Registration Number:	4676416	CRY LESS	
Registration Number:	4822344	CUT+CREME	
Registration Number:	5542492	DREAM ON	
Registration Number:	4662279	EAT LESS	
Registration Number:	4956369	EXOTIC BEAUTY BEADS	
Registration Number:	5761960	FAT CUTTER	
Registration Number:	2690795	FAT CUTTER PLUS	
Registration Number:	4710564	FAT DROP	
Registration Number:	4539298	FOCUSALL	
Registration Number:	4593189	FORPLAY	
Registration Number:	4633023	GLUTEN CUTTER	
Registration Number:	5259173	GUARANTEED NUTRITION	
Registration Number:	5513939	HEALTHY DELIGHTS	
Registration Number:	4305827	HEALTHY DELIGHTS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5764203	HEALTHY DELIGHTS
Registration Number:	5608774	HEALTHY DELIGHTS
Registration Number:	4426881	HEALTHY DIGESTIVES
Registration Number:	3708103	HEMOPLEX
Registration Number:	4736809	INFLAMIN
Registration Number:	5756736	NOTHING SO HEALTHY EVER TASTED SO GOOD
Registration Number:	5429262	NU THERAPY POWER BEETS
Registration Number:	3714521	NU-GREENS
Registration Number:	3686027	NU-THERAPY
Registration Number:	5366507	OPTI-ZYME
Registration Number:	4590514	SLEEP SOLUTIONS
Registration Number:	5576681	TEATOPIA
Registration Number:	3760506	THIN TAB
Registration Number:	3836649	TRISORB
Registration Number:	3004956	VITA HEART
Registration Number:	4544539	VITADROPS
Registration Number:	4642444	VITAValue
Registration Number:	2880336	ZOOM
Serial Number:	87436251	CALORIE CUTTER
Serial Number:	87831480	COCONUT PURE
Serial Number:	87947862	HEALTHY DELIGHTS
Serial Number:	88182972	HEALTHY DELIGHTS NATURE FUEL
Serial Number:	87399060	LEAN ID
Serial Number:	87562081	PROTEIN DELIGHTS
Serial Number:	87461480	SLIMMING MADE SIMPLE
Serial Number:	87086023	SUPERBURST
Serial Number:	87773747	VITA DELIGHTS
Serial Number:	88454030	VITADROPS
Serial Number:	87903424	WHAT TEA ALWAYS WANTED TO BE

CORRESPONDENCE DATA

Fax Number:

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: 772-214-0125

Email: lesliadamslaw@gmail.com

Correspondent Name: Leslie Adams

Address Line 1: 4285 SW Martin Highway

Address Line 4: Palm City, FLORIDA 34990

NAME OF SUBMITTER:	Leslie Adams
SIGNATURE:	/LA/
DATE SIGNED:	11/19/2019
Total Attachments: 5 source=HNS Assignment USPTO Filing Copy#page1.tif source=HNS Assignment USPTO Filing Copy#page2.tif source=HNS Assignment USPTO Filing Copy#page3.tif source=HNS Assignment USPTO Filing Copy#page4.tif source=HNS Assignment USPTO Filing Copy#page5.tif	

**BILL OF SALE
and
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS **BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made and entered into as of September 1, 2019, by and between Hyper Network Solutions of Florida LLC, a Florida limited liability company ("Hyper Network") and GPN SlimFast Commercial, LLC, a Delaware limited liability company ("GPN").

WHEREAS, KSF Acquisition Corporation, a Delaware corporation ("Parent") is the sole member of Hyper Network and GPN;

WHEREAS, in connection with a reorganization of Parent and its affiliates, Parent desires to cause Hyper Network to, and Hyper Network desires to, distribute all of Hyper Network's right, title and interest in and to any and all of the following in the United States and Canada and, to the extent applicable, any jurisdiction throughout the world: (a) trade names, trademarks, service marks, brand names, taglines, slogans and trade dress, including all foreign and domestic applications and registrations (including product registrations) and the goodwill connected with the use of and symbolized by the foregoing, inclusive of those which are set forth on **Schedule A** attached hereto; (b) copyrights in both published works and unpublished works, including all applications and registrations related to the foregoing; (c) trade secrets, inventions and discoveries that may or may not be patentable, product formulations, proprietary information, supplier, co-manufacturing and co-packing lists and information, technical information and process technology, know-how, manufacturing processes, confidential know-how, software, product recipes, consumer data, business plans and blueprints, or any other related information; (d) patents, patent applications, industrial designs, including, without limitation, all foreign, domestic, regional and international applications and registrations of the foregoing, inclusive of those which are set forth on **Schedule B** attached hereto; (e) websites, internet domain name registrations and social media handles, inclusive of those which are set forth on **Schedule C** attached hereto; (f) any rights to use any characteristics, name, history or story of any third-person, including any such natural person's name, signature, likeness, image, quotes, testimonials, sayings or life story and (g) all other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing), to GPN (such distributed assets, the "Hyper Network Assigned Assets"); and

WHEREAS, in connection with said reorganization of Parent and its affiliates, Hyper Network desires for GPN to assume all liabilities and obligations of Hyper Network, whether matured or unmatured, accrued, contingent or otherwise, arising out of or relating to the Hyper Network Assigned Assets (the "Hyper Network Assumed Liabilities"), other than any such liability or obligation which has arisen out of or relates to assets other than the Hyper Network Assigned Assets (the "Excluded Liabilities").

NOW, THEREFORE, Hyper Network and GPN, intending to be legally bound, agree as follows:

1. Bill of Sale; Assignment of Assets. As of 12:01 a.m. local time on the date hereof, Hyper Network hereby assigns, transfers, conveys and delivers to GPN, and GPN hereby and accepts from Hyper Network, all of Hyper Network's right, title and interest in and to all of the Hyper Network Assigned Assets, subject to such liens, encumbrances and restrictions as any such Hyper Network Assigned Asset may be subject to at such time. Hyper Network does not assign, transfer or convey to GPN any asset other than the Hyper Network Assigned Assets.

2. Assumption of Liabilities. As of 12:01 a.m. local time on the date hereof, GPN hereby assumes all responsibility and liability (if any) for, and agrees (as between Hyper Network and GPN) to pay and perform any obligations related to, all of the Hyper Network Assumed Liabilities. GPN does not assume, undertake, accept or agree to be bound by any Excluded Liability.

3. Disclaimer of Warranties. HYPER NETWORK AND GPN HEREBY ACKNOWLEDGE AND AGREE THAT THE HYPER NETWORK ASSIGNED ASSETS ARE BEING CONVEYED "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS," EXCEPT TO THE EXTENT THAT THE HYPER NETWORK ASSIGNED ASSETS INCLUDE ANY THIRD-PARTY WARRANTY IN FAVOR OF GPN, ALL OF WHICH CONSTITUTE HYPER NETWORK ASSIGNED ASSETS AND ARE CONVEYED HEREBY. HYPER NETWORK HEREBY DISCLAIMS AND EXCLUDES AND ALL WARRANTIES, INCLUDING THOSE OF QUALITY, FITNESS AND MERCHANTABILITY, WHETHER EXPRESS OR IMPLIED, OR ARISING AS A MATTER OF LAW AND HYPER NETWORK MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, NOR DOES HYPER NETWORK MAKE ANY REPRESENTATIONS OR STATEMENTS AS TO ANY FACTS, CIRCUMSTANCES, CONDITIONS OR MATTERS OF ANY KIND WHATSOEVER, INCLUDING BUT EXPRESSLY NOT LIMITED TO THE CONDITION OF THE HYPER NETWORK ASSIGNED ASSETS, AND/OR THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

5. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

6. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any right or remedy under or by reason of this Agreement on any person other than the parties hereto and their respective representatives, successors and assigns, nor is anything set forth herein intended to affect or discharge the obligation or liability of any third parties to any party hereto, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party hereto.

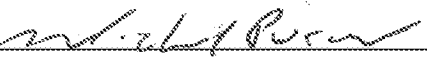
7. Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

8. Counterparts. This Agreement 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 Agreement 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 Agreement.

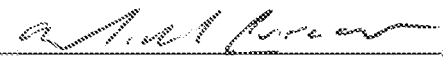
[Signature Page(s) Follow]

IN WITNESS WHEREOF, this Agreement has been executed and delivered on the date first above written.

GPN SLIMFAST COMMERCIAL, LLC

By: 
Name: Michael Purcell
Its: President

**HYPER NETWORK SOLUTIONS OF
FLORIDA LLC**

By: 
Name: Michael Purcell
Its: Secretary

Schedule A - Trademarks
Hyper Network Solutions of Florida, LLC

Description/Title	Trademark Serial #	Registration Date	Registration Number	Country
BEAUTY SCIENCE	77/724,211	08/31/2010	3,842,566	United States
BEAUTY SCIENCE	85/077,439	04/21/2015	4,724,009	United States
CALORIE CUTTER	87/436,251			United States
CARB CUTTER	77/683,483	12/08/2009	3,721,303	United States
CARDIO CAL	85/852,291	04/07/2015	4,718,253	United States
CITRITHIN	85/936,647	03/10/2015	4,700,463	United States
COCONUT PURE	87/831,480			United States
CRY LESS	86/103,966	01/20/2015	4,676,416	United States
CUT+CREME	85/493,326	09/29/2015	4,822,344	United States
DREAM ON	87/589,750	08/14/2018	5,542,492	United States
EAT LESS	86/185,944	12/30/2014	4,662,279	United States
EXOTIC BEAUTY BEADS	86/194,854	05/10/2016	4,956,369	United States
FAT CUTTER	88/141,023	05/28/2019	5,761,960	United States
FAT CUTTER PLUS	76/415,744	02/25/2003	2,690,795	United States
FAT DROP	86/186,014	03/31/2015	4,710,564	United States
FOCUSALL	85/852,292	05/27/2014	4,539,298	United States
FORPLAY	85/295,709	08/26/2014	4,593,189	United States
GLUTEN CUTTER	85/833,298	11/04/2014	4,633,023	United States
GUARANTEED NUTRITION	87/116,220	08/08/2017	5,259,173	United States
HEALTHY DELIGHTS	86/104,007	07/10/2018	5,513,939	United States
HEALTHY DELIGHTS	85/322,066	03/19/2013	4,305,827	United States
HEALTHY DELIGHTS	87/461,495	05/28/2019	5,764,203	United States
HEALTHY DELIGHTS	87/947,862			United States
HEALTHY DELIGHTS	87/978,752	11/13/2018	5,608,774	United States
HEALTHY DELIGHTS NATURE FUEL	88/182,972			United States
HEALTHY DIGESTIVES	85/816,617	10/29/2013	4,426,881	United States
HEMOPLEX	77/693,440	11/10/2009	3,708,103	United States
INFLAMIN	86/371,126	05/12/2015	4,736,809	United States
LEAN ID	87/399,060			United States
NOTHING SO HEALTHY EVER TASTED SO GOOD	88/142,478	05/21/2019	5,756,736	United States
NU THERAPY POWER BEETS	87/205,300	03/20/2018	5,429,262	United States
NU-GREENS	77/684,556	11/24/2009	3,714,521	United States
NU-THERAPY	77/693,482	09/22/2009	3,686,027	United States
OPTI-ZYME	87/466,747	12/26/2017	5,366,507	United States
PROTEIN DELIGHTS	87/562,081			United States
SLEEP SOLUTIONS	86/103,977	08/19/2014	4,590,514	United States
SLIMMING MADE SIMPLE	87/461,480			United States
SUPERBURST	87/086,023			United States
TEATOPIA	87/397,737	10/02/2018	5,576,681	United States
THIN TAB	77/779,760	03/16/2010	3,760,506	United States
TRISORB	77/705,266	08/24/2010	3,836,649	United States
VITA DELIGHTS	87/773,747			United States
VITA HEART	78/270,927	10/04/2005	3,004,956	United States
VITADROPS	85/852,296	06/03/2014	4,544,539	United States
VITADROPS	88/454,030			United States
VITAValue	86/103,887	11/18/2014	4,642,444	United States
WHAT TEA ALWAYS WANTED TO BE	87/903,424			United States
ZOOM	78/189,330	08/31/2004	2,880,336	United States