

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doctor's Advantage Products, LLC		12/11/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PRN Physician Recommended Nutraceuticals, LLC		
Street Address:	5 Sentry Parkway		
Internal Address:	East Building, Suite 210		
City:	Blue Bell		
State/Country:	PENNSYLVANIA		
Postal Code:	19422		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3534901	DOCTOR'S ADVANTAGE	
Registration Number:	5826974	GLAUCOMA SHIELD	
Serial Number:	88266829	MACULAR SHIELD	
Serial Number:	88266927	OMEGA SHIELD	
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:	trademarks@whiteandwilliams.com		
Correspondent Name:	Randy Friedberg		
Address Line 1:	7 Times Square		
Address Line 2:	Suite 2900		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Randy Friedberg		
SIGNATURE:	/Randy Friedberg/		
DATE SIGNED:	01/10/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Trademark Assignment*"), dated as of December 11, 2019, is made by Doctor's Advantage Products, LLC, a Michigan limited liability company ("*Seller*"), having a place of business located at 2240 Hill Rd Suite C, Grand Blanc, MI 48439, in favor of PRN Physician Recommended Nutraceuticals, LLC, a Delaware limited liability company ("*Buyer*"), having a place of business located at 5 Sentry Parkway, East Bldg. Suite 210, Blue Bell, PA 19422.

BACKGROUND

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of December 11, 2019, by and between Buyer and Seller (the "*Purchase Agreement*"), pursuant to which Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller; and

WHEREAS, Seller has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

AGREEMENT

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

1. Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks and any and all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for any infringements thereof. This assignment notwithstanding, Seller makes no representations, warranties, promises, covenants, statements or affirmations as to the value, usability, enforceability or non-infringement of the assigned Trademarks.

2. Seller hereby consents to the recordation of this Trademark Assignment in any applicable jurisdiction and before appropriate trademark offices, including, but not limited to, recordation by the Commissioner for Trademarks in the United States Patent and Trademark Office. Following the date hereof, upon the request and at the expense of Buyer, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer, including the execution and delivery of any documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer.

3. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Trademark 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

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

Seller:

Doctor's Advantage Products, LLC

By: 

Name: Jeffrey S. Rohr

Title: Manager

Buyer:

PRN Recommended Nutraceuticals, LLC

By: Stefan Schoen

Name: Stefan Schoen

Title: SVP

[Signature Page to Trademark Assignment]



Schedule 1

Assigned Trademarks

1. Doctor's Advantage – USPTO Registration Number: 3534901
2. Glaucoma Shield – USPTO Registration Number: 5826974
3. Macular Shield – USPTO Serial Number: 88266829
4. Omega Shield – USPTO Serial Number: 88266927

