

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arizona Nutritional Supplements, LLC		03/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Biowell Worldwide LLC		
Street Address:	1001 Brickell Bay Dr		
Internal Address:	Suite 2406		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4282743	FDC	
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>			
Phone:	+1-312-701-8873		
Email:	lmiranda@mayerbrown.com		
Correspondent Name:	Luiz Miranda		
Address Line 1:	71 South Wacker Dr		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	19610654		
NAME OF SUBMITTER:	Luiz Miranda		
SIGNATURE:	/Luiz Miranda/		
DATE SIGNED:	02/10/2020		
Total Attachments: 4			
source=2019-03-13 FDC Mark Assignment from ANS to Biowell#page1.tif			
source=2019-03-13 FDC Mark Assignment from ANS to Biowell#page2.tif			
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ANNEX 1

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of March 13, 2019 (the "Effective Date"), by and between Biowell Worldwide LLC, a Florida Limited Liability Company ("Assignee") and ANS Arizona Nutritional Supplements LLC, a Delaware Limited Liability Company and its related companies, including FDC Vitamins, Inc. and F. D. C. Wholesale ("Assignor").

WHEREAS, Assignee and Assignor are parties to certain License and Manufacturing Agreement as of March 6, 2018, and its Second Amendment as of February 01, 2019 (collectively, the "Manufacturing Agreement"), pursuant to which, among other things (i) Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and (ii) Assignee has agreed to acquire from Assignor, all right, title, interest, and obligations of Assignor in the FDC Intellectual Property, including the Intellectual Property set forth on Schedule A attached hereto (the "Assigned Intellectual Property"); and

WHEREAS, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Manufacturing Agreement and to effectuate such assignment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Manufacturing Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed thereto in the Manufacturing Agreement.

2. Assignment of Assigned Intellectual Property. Effective as of the Effective Date, and on the terms and subject to conditions of the Agreement, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of its right, title and interest in and to all Assigned Intellectual Property together with the goodwill of the business which they represent symbolized by the Assigned Intellectual Property, including all associated intellectual property rights held by Assignor, together with all registrations and applications for registration of the Assigned Intellectual Property, all claims, demands and rights to recovery that Assignor has or may have for past or future infringements, dilution or other violations of such Assigned Intellectual Property, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery, and all royalties, fees, income and other payments and proceeds accrued on or after the Effective Date arising from the Assigned Intellectual Property, and to apply in any or all countries of the world for registration of the Assigned Intellectual Property. Assignor represents and warrants that it has the full power and authority to enter into this Assignment in connection with the transfer to Assignee of any Assigned Intellectual Property.

3. Authority to Record. Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby authorizes the U.S. Patent and Trademark Office and any official of any country or countries foreign to the United States whose duty it is to receive or register patents, copyrights, trademarks or applications therefor, to record Assignee, its successor or assign as the owner of the Assigned Intellectual Property, and to issue all registrations for the foregoing, to be in the name of Assignee, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment. Without Assignor incurring any expense, Assignor (on behalf of itself, its successors, assigns and legal representatives) and Assignee shall each promptly take, and shall cause their respective Affiliates (as defined in the Manufacturing Agreement) to take, any and all additional reasonable actions as may be necessary or appropriate to effect the assignment transactions contemplated, including but not limited to execution and delivery of individual assignment documentation for filing with the authorities of each individual country.

4. Further Assurances. From time to time after the Closing Date, upon the reasonable request of any party, each party hereto shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions required to consummate and make effective the transactions contemplated by this Assignment.

5. Applicable Law. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without giving effect to the principles of conflicts of law thereof.

6. Amendments. This Assignment may be amended, modified or supplemented only in writing signed by the parties hereto.

7. Waivers. The failure of a party to require performance of any provision hereof shall not affect its right at a later time to enforce the same. No waiver by a party of any term or covenant contained herein shall be effective unless in writing. No such waiver in any one instance shall be deemed a further or continuing waiver of any such term or covenant in any other instance.

8. Assignment of Agreement. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Assignee may in its sole discretion assign any of its rights and obligations under this Assignment (including the right to acquire the Acquired Assets). No assignment by Assignee shall relieve Assignor of its obligations hereunder.

9. No Third Party Beneficiaries. This Assignment is solely for the benefit of the parties hereto and, except as aforesaid, no provision of this Assignment shall be deemed to confer any remedy, claim or right upon any third party.

10. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. This Assignment may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes. This Assignment may also be executed by electronic signature and email transmittal and an electronic signature and email transmittal shall constitute an original for all purposes.

11. Severability. any term or other provision of this Assignment is held invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Assignment will nevertheless remain in full force and effect and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision that effects the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNOR:

ANS Arizona Nutritional Supplements LLC

By: _____





Name: _____

Title: _____

Schedule A

ASSIGNED INTELLECTUAL PROPERTY

Trademarks:

Country	Trademark	Serial No.	Registration No.
US	FDC	85/655,259	4,282,743
BR	FDC	826278043	826278043
BR	FDC	826434975	826434975
BR		826278060	826278060
BR		826434983	826434983
BR	FDC	817403019	817403019
BR	FDC	817146300	817146300
CL		1074012	1051885
CL	KRINKA BY FDC	954895	944963
CO	FDC	921819265	126240
CO	FDC and Design 	923351385	269053

Patents:

none

Copyrights:

none