

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lonza Consumer Health Inc.	FORMERLY Interhealth Nutraceuticals Incorporated	04/03/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ryusendo Co., Ltd.		
Street Address:	1-5-3 Nishi Ikebukuro, Toshima-Ku		
City:	Tokyo		
State/Country:	MICHIGAN		
Postal Code:	1710021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2867352	OPTIBERRY	
Registration Number:	5400024	OPTIBERRY	
CORRESPONDENCE DATA			
Fax Number:	6169578196		
<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:	616-949-9610		
Email:	ptomail@priceheneveld.com		
Correspondent Name:	Price Heneveld LLP		
Address Line 1:	695 Kenmoor SE		
Address Line 2:	P. O. Box 2567		
Address Line 4:	Grand Rapids, MICHIGAN 49546		
DOMESTIC REPRESENTATIVE			
Name:	Price Heneveld LLP		
Address Line 1:	695 Kenmoor SE		
Address Line 2:	P. O. Box 2567		
Address Line 4:	Grand Rapids, MICHIGAN 49546		
NAME OF SUBMITTER:	Brian E. Ainsworth		
SIGNATURE:	/Brian E. Ainsworth/		

OP \$65.00 2867352

DATE SIGNED:	05/15/2020
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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment is made effective on the 1st day of May, 2020 ("Effective Date") by and between Lonza Consumer Health Inc. (formerly known as Interhealth Nutraceuticals Incorporated), with address at 5451 Industrial Way, Benicia, California 94510, USA, hereinafter known as the "ASSIGNOR", and Ryusendo Co., Ltd, with address at 1-5-3 Nishi Ikebukuro, Toshima-Ku, Tokyo Japan 1710021, hereinafter known as "ASSIGNEE".

WHEREAS, ASSIGNOR owns the trademark registrations listed in Appendix A, hereinafter referred to as the "Trademarks";

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to said Trademarks and the goodwill of the business symbolized by the Trademarks;

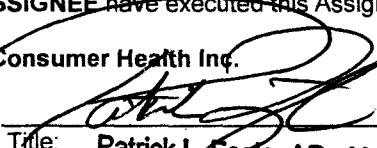
NOW, THEREFORE, for and in consideration of Twenty-thousand (20,000.00) U.S. dollars, payable to the account detailed in Appendix C within 15 days of execution of this Assignment, encompassing the Trademarks assigned herewith, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, ASSIGNOR does hereby assign, sell and transfer to ASSIGNEE, its successors and assigns, all of its right, title, and interest in and to said Trademarks entirely, together with the goodwill of the business symbolized by and associated with said Trademarks, including all common law rights and all other rights that ASSIGNOR has enjoyed thereunder, including any and all interests, claims, and rights for damages, royalties, profits, settlements and other awards and recoveries by reason of any past, present or future infringement of said Trademarks and all other related causes of action, along with the right to sue and recover for dilution and other violations of said Trademarks, and ASSIGNEE unequivocally accepts this Assignment. ASSIGNOR has provided its active customer list in Appendix B as agreed. ASSIGNOR further confirms that ASSIGNEE has complete and unlimited authority and freedom of decisions and operations in whatever relates to the Trademarks but not limited to filing and continuation of filing, prosecution, maintenance, enforcement, licensing, registration of licenses, recordation or registering of assignments, and defense of the Trademarks, and from any other activity or costs arising from any actions to protect or police any and all rights in and to Trademarks;

ASSIGNEE acknowledges that, commencing on the Effective Date, ASSIGNOR is not responsible for, and ASSIGNEE releases ASSIGNOR from, any and all costs and liability for, the filing, prosecution, maintenance, enforcement, licensing, registration of licenses, recordation or registering of assignments, and defense of the Trademarks, and from any other activity or costs arising from any actions to protect or police any and all rights in and to Trademarks. ASSIGNEE further releases ASSIGNOR from any and all claims, costs, expenses, damages or losses arising as a result of any acts, claims, demands, causes of actions, suits or causes of suits of any kind or nature whatsoever, arising out of the subject matter of this Assignment occurring on or after the Effective Date.

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment by their duly authorized officers.


Dated: 30 April 2020

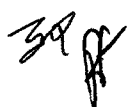
Lonza Consumer Health Inc.

Signed: 
Name & Title: Patrick L. Eogle, J.D., M.S.

Global Head of Intellectual Property
Ryusendo Co., Ltd

Dated: Apr. 30, 2020

Signed: 
Name & Title: Yoshiaki Shijima, President & CEO



APPENDIX B

2019 ACTIVE USA OPTIBERRY CUSTOMERS

1. EXEMPLAR LAB LLC
2. CONTRACT PHARMACAL CORP
3. NUTRACOM LLC
4. UST MFG LLC
5. CAPTEK SOFTGEL INTERNATIONAL, INC.
6. NATURAL VITAMINS LABORATORY
7. NATURE'S VALUE, INC
8. PROTEIN RESEARCH
9. DIAMOND NUTRICEUTICAL INC dba BEST IN NA
10. CELMARK INTERNATIONAL INC.
11. ARCHON VITAMIN CORPORATION
12. MATSUN NUTRITION



APPENDIX A
TRADEMARKS

Mark	Country	Classes	Status	Registration Number	Registration Date
OPTIBERRY	European Union	01, 05	REGISTERED	1441625	November 14, 2018
OPTIBERRY	Japan	01, 05	REGISTERED	1441625	November 14, 2018
OPTIBERRY	Korea, Republic of	01, 05	PENDING, PUBLISHED FOR OPPOSITION April 2, 2020	1441625	
OPTIBERRY	Madrid Protocol	01, 05	REGISTERED	1441625	November 14, 2018
OPTIBERRY	United States	01, 05	REGISTERED	2867352	July 27, 2004
OPTIBERRY & Design	United States	01, 05	REGISTERED	5400024	February 13, 2018



APPENDIX C

PAYMENT ACCOUNT DETAILS

Bank Account Number (payments by ACH/EFT)
Routing/Transit/ABA#: 111000012
Account Number: 4451279936
Account Type: Business Checking
Account Name: InterHealth Nutraceuticals Inc
Bank's ACH Address: PO BOX 744583 Atlanta GA, 30384

Bank Account Number (payments by Wire)
Routing/Transit/ABA#: 026009593
Account Number: 4451279936
Swift: BOFAUS3N
Bank Address: 100 West 33rd Street New York, NY 10001

Lonza Consumer Health Inc. (payments by check)
P.O. Box 744583 (Lockbox)
Atlanta, GA, 30384-4583

