

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KSF Acquisition Corporation		09/01/2019	Corporation:
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: 29			
Property Type	Number	Word Mark	
Serial Number:	88251943	14 DAYS TO SLIM	
Registration Number:	2416613	CAPPUCCINO DELIGHT	
Registration Number:	5619229	CLINICALLY PROVEN LOSE WEIGHT & KEEP IT	
Serial Number:	88088192	FAT BOMB	
Registration Number:	5590533	GIVE US A WEEK AND WE'LL TAKE OFF THE WE	
Serial Number:	88049352	GIVE US A WEEK AND WE'LL TAKE OFF THE WE	
Registration Number:	5638113	GIVE US A WEEK AND WE'LL TAKE OFF THE WE	
Registration Number:	4946610	HAVE YOUR CAKE	
Registration Number:	4985493	IT'S YOUR THING	
Registration Number:	5858479	KETO MADE EASY	
Registration Number:	5156711	LOSE WEIGHT & KEEP IT OFF	
Serial Number:	87335771	PICK A DATE LOSE THE WEIGHT	
Registration Number:	5577435	PICK A DATE LOSE THE WEIGHT	
Serial Number:	86969559	SENSIFUL	
Serial Number:	88251875	SLIM CUPS	
Registration Number:	2768781	SLIM-FAST	
Registration Number:	1102508	SLIM-FAST	
Registration Number:	1288616	SLIM-FAST	
Registration Number:	3945033	SLIM-FAST! 3-2-1	

OP \$740.00 88251943

Property Type	Number	Word Mark
Serial Number:	88049343	SLIMBOX
Registration Number:	5347952	SLIMCAFÉ
Registration Number:	1358816	SLIMFAST
Registration Number:	2936919	SLIMFAST
Registration Number:	5013235	SLIMFAST
Serial Number:	88088128	SLIMFAST KETO FAT BOMB
Registration Number:	4928571	SLIMFAST PLAN
Serial Number:	87903456	SLIMFAST SLIM WATER
Serial Number:	87739775	SLIMFAST VITALITY
Serial Number:	87289181	SNAP SHOTS

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: leslieadamslaw@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:	05/16/2020

Total Attachments: 5
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this “Agreement”) is made and entered into as of September 1, 2019, by and between KSF Acquisition Corporation, a Delaware corporation (“Parent”), and GPN SlimFast Commercial, LLC, a Delaware limited liability company (“Subsidiary”).

WHEREAS, in connection with a reorganization of Parent and its affiliates, Parent desires to contribute all of its 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 Subsidiary (such distributed assets, the “Contributed Assets”); and

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

NOW, THEREFORE, Parent and Subsidiary, intending to be legally bound, agree as follows:

1. Contribution of Assets. As of 12:01 a.m. local time on the date hereof, Parent hereby contributes to Subsidiary, and Subsidiary hereby accepts from Parent, all of Parent’s right, title and interest in and to all of the Contributed Assets, subject to such liens, encumbrances and restrictions as any such Contributed Asset may be subject to at such time. Parent does not assign, transfer or convey to Subsidiary any asset other than the Contributed Assets.
2. Assumption of Liabilities. As of 12:01 a.m. on the date hereof, Subsidiary hereby assumes all responsibility and liability (if any) for, and agrees (as between Parent and Subsidiary)

to pay and perform any obligations related to, all of the Assumed Liabilities. Subsidiary does not assume, undertake, accept or agree to be bound by any Excluded Liability.

3. Additional Documents. Parent and Subsidiary further agree to execute any and all additional documents necessary to effectuate the foregoing contribution of assets and liabilities, including such documents which assign, transfer, convey and deliver to Subsidiary all of the Contributed Assets and cause Subsidiary to assume and become responsible for all of the Assumed Liabilities.

4. Disclaimer of Warranties. PARENT AND SUBSIDIARY HEREBY ACKNOWLEDGE AND AGREE THAT THE CONTRIBUTED ASSETS ARE BEING CONVEYED "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS," EXCEPT TO THE EXTENT THAT THE CONTRIBUTED ASSETS INCLUDE ANY THIRD-PARTY WARRANTY IN FAVOR OF PARENT, ALL OF WHICH CONSTITUTE CONTRIBUTED ASSETS AND ARE CONVEYED HEREBY. PARENT HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, INCLUDING THOSE OF QUALITY, FITNESS AND MERCHANTABILITY, WHETHER EXPRESS OR IMPLIED, OR ARISING AS A MATTER OF LAW AND PARENT MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, NOR DOES PARENT 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 CONTRIBUTED ASSETS, AND/OR THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. 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.

6. 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.

7. 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.

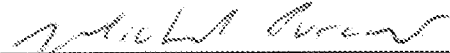
8. Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof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

9. 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.

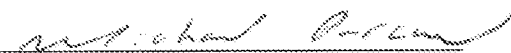
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IN WITNESS WHEREOF, this Contribution Agreement has been executed and delivered on the date first above written.

PARENT: KSF ACQUISITION CORPORATION

By: 
Name: Michael Purcell
Its: Secretary

SUBSIDIARY: GPN SLIMFAST COMMERCIAL, LLC

By: 
Name: Michael Purcell
Its: Secretary

[Signature Page to Contribution Agreement
(KSF Acquisition Corporation to GPN
SlimFast Commercial, LLC)]

CHICAGO/#3350519

TRADEMARK
REEL: 006940 FRAME: 0728

Schedule A - Trademarks
KSF Acquisition Corporation

Description/Title	Trademark Serial #	Registration Date	Registration Number	Country
FIND YOUR SLIM	1,328,367	08/08/2008	TMA720531	Canada
LOSE WEIGHT KEEP IT OFF	1,725,455	12/08/2016	TMA957494	Canada
OPTIMA PLAN	1,244,537	02/12/2007	TMA681547	Canada
SIMPLY SLIM	1,261,297	07/25/2008	TMA719490	Canada
SLIM FAST! 3-2-1	1440235	06/01/2012	TMA825265	Canada
SLIM-FAST	1193143	09/20/2004	TMA620038	Canada
SLIM-FAST	1173888	05/08/2007	TMA687269	Canada
SLIM-FAST	422511	05/18/1979	TMA233184	Canada
SLIM-FAST	673189	01/08/1993	TMA406774	Canada
SLIM-FAST	1308385	08/13/2009	TMA745342	Canada
SLIM-FAST	1065866	08/16/2006	TMA670095	Canada
SLIM-FAST (AND DESIGN)	1,129,316	08/16/2006	TMA670090	Canada
SLIM-FAST (AND DESIGN)	1,173,887	05/08/2007	TMA687279	Canada
SLIM-FAST MEAL ON-THE-GO	1073325	07/21/2003	TMA585651	Canada
SLIM-FAST OPTIMA	1,281,667	03/16/2007	TMA683845	Canada
SLIM-FAST OPTIMA	1,176,483	09/21/2005	TMA648728	Canada
SLIM-FAST OPTIMA	1,225,995	08/28/2007	TMA694842	Canada
SLIM-FAST OPTIMA	1,221,622	09/21/2005	TMA648630	Canada
SLIMFAST	1632370	02/17/2016	TMA929,187	Canada
SLIMFAST ADVANCED NUTRITION	1765938	04/16/2018	TMA994525	Canada
SLIMFAST DESIGN	1765939	09/02/2016	948356	Canada
SLIMFAST LOSE WEIGHT AND KEEP IT OFF	1,744,453	11/17/2016	TMA955659	Canada
SLIMFAST LOSE WEIGHT AND KEEP IT OFF	1765940	09/02/2016	948347	Canada
14 DAYS TO SLIM	88/251,943			United States
CAPPUCCINO DELIGHT	75/979,832	12/26/2000	2,416,613	United States
CLINICALLY PROVEN LOSE WEIGHT & KEEP	87/976,972	11/27/2018	5,619,229	United States
FAT BOMB	88/088,192			United States
GIVE US A WEEK AND WE'LL TAKE OFF THE	86/467,405	10/23/2018	5,590,533	United States
GIVE US A WEEK AND WE'LL TAKE OFF THE	88/049,352			United States
GIVE US A WEEK AND WE'LL TAKE OFF THE	88/049,769	12/25/2018	5,638,113	United States
HAVE YOUR CAKE	86/052,455	04/26/2016	4,946,610	United States
IT'S YOUR THING	86/979,104	06/21/2016	4,985,493	United States
KETO MADE EASY	88/003,823	09/10/2019	5,858,479	United States
LOSE WEIGHT & KEEP IT OFF	86/565,279	03/07/2017	5,156,711	United States
PICK A DATE LOSE THE WEIGHT	87/335,771			United States
PICK A DATE LOSE THE WEIGHT	87/978,041	10/02/2018	5,577,435	United States
SENSIFUL	86/969,559			United States
SLIM CUPS	88/251,875			United States
SLIM-FAST	76/369,420	09/30/2003	2,768,781	United States
SLIM-FAST	73/162,581	09/19/1978	1,102,508	United States
SLIM-FAST	73/435,336	08/07/1984	1,288,616	United States
SLIM-FAST! 3-2-1	77/751,208	04/12/2011	3,945,033	United States
SLIMBOX	88/049,343			United States
SLIMCAFÉ	87/976,017	11/28/2017	5,347,952	United States
SLIMFAST	73/523,212	09/10/1985	1,358,816	United States
SLIMFAST	78/234,098	03/29/2005	2,936,919	United States
SLIMFAST	85/968,464	08/02/2016	5,013,235	United States
SLIMFAST KETO FAT BOMB	88/088,128			United States
SLIMFAST PLAN	86/467,396	03/29/2016	4,928,571	United States
SLIMFAST SLIM WATER	87/903,456			United States
SLIMFAST VITALITY	87/739,775			United States
SNAP SHOTS	87/289,181			United States