

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587517

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ViSalus Holdings, LLC		06/02/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Pruvit Ventures, Inc.
Street Address:	901 Sam Rayburn Highway
City:	Melissa
State/Country:	TEXAS
Postal Code:	75454
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3297690	VI-PAK
Registration Number:	3594286	TOLD U SO
Registration Number:	3603685	VI-SHAPE
Registration Number:	3603686	VI-SLIM
Registration Number:	3603687	VI-TRIM
Registration Number:	3706333	VI-NET
Registration Number:	4161486	VISALUS NEURO
Registration Number:	4308695	VISALUS
Registration Number:	4308696	VISALUS GO
Registration Number:	4308697	VISALUS PRO
Registration Number:	4332656	VISALUS VI-DEFY
Registration Number:	4468992	THE SHAKE MIX THAT TASTES LIKE A CAKE MI
Registration Number:	4469100	BODY BY VI CHALLENGE
Registration Number:	4477604	ARE YOU UP FOR THE CHALLENGE?
Registration Number:	4502952	BODY BY VI CHALLENGE
Registration Number:	4527021	VI CRUNCH
Registration Number:	4527133	VI=LIFE
Registration Number:	4527134	VI=LIFE
Registration Number:	4573087	VISALUS VI-CARES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4637837	VI-LIFE
Registration Number:	4745244	VI BITES
Registration Number:	4856050	VI=LIFE
Registration Number:	4856051	VI=LIFE
Registration Number:	4857007	I CHALLENGE YOU
Registration Number:	4945577	NEON ENERGY DRINK
Registration Number:	5066797	NEON ENERGY DRINK
Registration Number:	5138653	VI-SHAPE SUPERFOOD SHAKE
Registration Number:	4804470	TAKING WEIGHT OFF THE WORLD
Registration Number:	4469034	VI COMMUNITY CHALLENGE
Serial Number:	87425902	LIVLIST
Serial Number:	87425950	LIV
Serial Number:	87426114	CHALLENGE PRO
Serial Number:	87904735	LIVE LIST
Serial Number:	87904758	LIVED LIST

CORRESPONDENCE DATA

Fax Number: 9723789115

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: 972-378-9111

Email: trademark@fbfk.law

Correspondent Name: Kelly Kubasta

Address Line 1: 2500 Dallas Parkway

Address Line 2: Suite 600

Address Line 4: Plano, TEXAS 75093

NAME OF SUBMITTER: Kubasta, Kelly

SIGNATURE: /Kelly Kubasta/

DATE SIGNED: 07/20/2020

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made by and between ViSalus Holdings, LLC, a limited liability company having a principal office at 340 E. Big Beaver Road, Suite 400, Troy, Michigan 48083 (the "Assignor"), and Pruvit Ventures, Inc., a corporation having a principal office at 901 Sam Rayburn Highway, Melissa, Texas 75454 (the "Assignee"), to be effective as of June 2, 2020 (the "Effective Date").

WITNESSETH

WHEREAS, on June 2, 2020, Assignor and Assignee entered into an Asset Purchase Agreement whereby, *inter alia*, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee certain assets, including but not limited to those trademarks listed in Exhibit A to this Assignment, which is attached hereto and incorporated by reference as if restated in full herein (the "Marks"); and

WHEREAS, Assignor owns, has adopted and used in commerce the Marks; and

WHEREAS, this Assignment confirms that Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof; and

NOW, THEREFORE, in consideration of these premises, the ongoing burden of maintaining various registrations and enforcement of the Marks, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys unto Assignee and its successors and assigns all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.

2. Assignor hereby authorizes and requests the appropriate trademark authority in each applicable country/jurisdiction to transfer the Marks to Assignee.

3. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in Assignee, its successors, assigns, and legal representatives.

4. Assignor agrees to communicate with Assignee, or its successors, assigns, and legal representatives, any facts known to it respecting the Marks and, when requested, without charge to but at the expense of Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Marks in all countries/jurisdictions.

5. Assignor represents and warrants that at the time of execution and delivery of this Assignment: (a) all the information contained in Exhibit A herein is correct; and (b) Assignor exclusively owns all rights in the Marks without any covenants not to sue, liens, security interests, encumbrances, or other third party claims and that Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

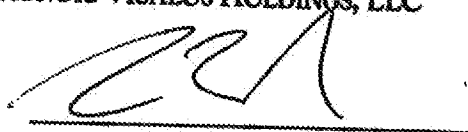
6. The parties may execute multiple counterparts of this Assignment and each is intended to be considered as an original. The parties may substitute telecopied signature pages for original signatures.

7. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

**** [SIGNATURE PAGE FOLLOWS] ****

IN WITNESS WHEREOF, the parties have executed this Agreement on July 22, 2020.

ASSIGNOR: VISALUS HOLDINGS, LLC



By: Blake Malley

Its: President

ASSIGNEE: PRUVIT VENTURES, INC.




By: Jenifer Grace

Its: Director

EXHIBIT A

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS				
App. Ser. No.	Reg. No.	Mark	Register	Status
78/876,826	3,297,690	VI-PAK	Principal	Registered
77/514,272	3,594,286	TOLD U SO	Principal	Registered
77/341,173	3,603,685	VI-SHAPE	Principal	Registered
77/341,196	3,603,686	VI-SLIM	Principal	Registered
77/341,211	3,603,687	VI-TRIM	Principal	Registered
77/501,811	3,706,333	VI-NET	Principal	Cancelled
77/143,492	4,161,486	VISALUS NEURO	Principal	Registered
85/687,917	4,308,695	VISALUS	Principal	Registered
85/687,944	4,308,696	VISALUS GO	Principal	Registered
85/687,965	4,308,697	VISALUS PRO	Principal	Registered
85/515,789	4,332,656	VISALUS VI-DEFY	Principal	Registered
85/809,295	4,468,992	THE SHAKE MIX THAT TASTES LIKE A CAKE MIX	Principal	Registered


UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

App. Ser. No.	Reg. No.	Mark	Register	Status
85/838,036	4,469,100	BODY BY VI CHALLENGE	Principal	Registered
85/956,743	4,477,604	ARE YOU UP FOR THE CHALLENGE?	Principal	Registered
85/818,598	4,502,952	BODY BY VI CHALLENGE	Principal	Registered
85/957,736	4,527,021	VI CRUNCH	Principal	Registered
86/012,711	4,527,133	VI=LIFE	Principal	Registered
86/013,505	4,527,134		Principal	Registered
85/773,164	4,573,087	VISALUS VI-CARES	Principal	Registered
85/857,047	4,637,837	VI=LIFE	Principal	Cancelled
86/975,352	4,745,244	VI BITES	Principal	Registered
85/983,883	4,856,050	VI=LIFE	Principal	Registered
85/983,884	4,856,051		Principal	Registered

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

App. Ser. No.	Reg. No.	Mark	Register	Status
86/976,045	4,857,007	I CHALLENGE YOU	Principal	Registered
86/742,347	4,945,577	NEON ENERGY DRINK	Principal	Registered
86/604,605	5,066,797	NEON ENERGY DRINK	Principal	Registered
86/813,680	5,138,653	V-SHAPE SUPERFOOD SHAKE	Principal	Registered
87/425,902		LIVLIST	Principal	Pending
87/425,950		LIV [Amended to LIVLIST]	Principal	Pending
87/426,114		CHALLENGE PRO	Principal	Pending
87/904,735		LIVE LIST	Principal	Abandoned
87/904,758		LIVED LIST	Principal	Abandoned
85/887,859	4,804,470	TAKING WEIGHT OFF THE WORLD	Principal	Registered
85/821,584	4,469,034	VI COMMUNITY CHALLENGE	Principal	Registered

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Jurisdiction	Mark	Reg. No.	Reg. Date
Canada	VI-NET	802,743	July 21, 2011
Canada	TOLD U SO	805,513	August 30, 2011
Canada	VI-SLIM	806,444	September 12, 2011
Canada	VI-SHAPE	806,445	September 12, 2011
Canada	VISALUS SCIENCES	813,006	November 30, 2011
Canada	VI-TRIM	828,405	July 20, 2012
Canada	METAB-AWAKE	859,208	September 4, 2013
Canada	VISALUS	886,978	September 29, 2014
Canada	VISALUS SHAPER FLAVOUR MIX-IN	888,367	October 20, 2014
Canada	BODY BY VI CHALLENGE	888,416	October 21, 2014
Canada	THE SHAKE MIX THAT TASTES LIKE A CAKE MIX	896,529	February 13, 2015
Canada	VI=LIFE	908,878	July 17, 2015
Canada		908,883	July 17, 2015

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Jurisdiction	Mark	Reg. No.	Reg. Date
Canada	VISALUS DEFY	909,442	July 24, 2015
Canada	VISALUS VI-CARES	910,284	August 4, 2015
Canada	VI BITES	914,079	September 15, 2015
Canada	VISALUS PRO	915,062	September 24, 2015
Canada	VISALUS GO	915,065	September 24, 2015
Canada	ARE YOU UP FOR THE CHALLENGE?	922,138	December 2, 2015
Canada	VI CRUNCH	926,132	January 15, 2016
Canada	NEON ENERGY DRINK	974,386	June 27, 2017
Europe	VI-SHAPE	6,998,579	January 30, 2009
Europe	VI-TRIM	6,998,661	May 6, 2009
Europe	VI-NET	7,477,417	December 23, 2009
Europe	NEON	011417193	April 19, 2013
Europe	TOLD U SO	011418977	May 9, 2013

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Jurisdiction	Mark	Reg. No.	Reg. Date
Europe	NUTRA-COOKIE	011444445	May 20, 2013
Europe	VI=LIFE	011484052	June 27, 2014
Europe		011491164	June 28, 2014
Europe	BODY BY VI CHALLENGE	011521861	June 24, 2013
Europe	METAB-AWAKE	011660909	July 25, 2013
Europe	VI-CARES	011701414	December 21, 2013
Europe	VI CRUNCH	012323391	January 31, 2015
Europe	VI=LIFE	012510319	May 29, 2014
Europe		012510822	May 29, 2014
Europe	VI BITES	012590766	July 5, 2014
Europe	VI-LIFE	013787296	June 30, 2015
Europe	NEON ENERGY DRINK	014014311	August 19, 2015

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Jurisdiction	Mark	Reg. No.	Reg. Date
France	THE SHAKE MIX THAT TASTES LIKE A CAKE MIX	134013859	June 20, 2013
United Kingdom	THE SHAKE MIX THAT TASTES LIKE A CAKE MIX	2,649,154	April 26, 2013