

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598725

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	06/01/2019

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blu Frog Marketing, LLC	FORMERLY The Limu Company, LLC	09/18/2020	Corporation: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	Ariix LLC
<b>Street Address:</b>	737 East 1180 South
<b>City:</b>	American Fork
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84003
<b>Entity Type:</b>	Limited Liability Company: UTAH

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	88369856	LIMU SEAWEED BLEND
Registration Number:	3624570	
Registration Number:	3659163	BLU FROG
Registration Number:	3685189	THE LIMU COMPANY
Registration Number:	3710375	PROSPERITY PLAN
Registration Number:	3875163	LIMU LEAN
Registration Number:	3875176	LIMU ORIGINAL
Registration Number:	3881897	LIMU ENERGY
Registration Number:	3907041	LIMU
Registration Number:	4092616	THE PREMIUM SEAWEED BLEND
Registration Number:	4312433	THE LIMU EXPERIENCE
Registration Number:	4555522	LIMU NATION
Registration Number:	4675492	THINK OUTSIDE THE BOSS
Registration Number:	4790712	YOPROS
Registration Number:	4869706	WE SEAWEED DIFFERENTLY
Registration Number:	4965882	WE SEAWEED DIFFERENTLY
Registration Number:	5207982	CAN YOUR CRAVINGS
Registration Number:	5560047	THE WEIGHT IS OVER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5917036	LIMU

**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:** 8019818281  
**Email:** srichards@mlmlaw.com  
**Correspondent Name:** Steven A. Richards  
**Address Line 1:** 1275 E. Fort Union Blvd.  
**Address Line 2:** Suite 115  
**Address Line 4:** Cottonwood Heights, UTAH 84047

<b>NAME OF SUBMITTER:</b>	Steven A. Richards
<b>SIGNATURE:</b>	/steven a richards/
<b>DATE SIGNED:</b>	09/21/2020

**Total Attachments: 4**

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## **NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS**

This *Nunc Pro Tunc* Assignment of Trademark Rights ("Assignment"), effective as of June 1, 2019 (the "Effective Date"), is made by and between Blu Frog Marketing, LLC, a Nevada limited liability company with its principal place of business at 117 Red Sky Court, Lake Mary, FL 32746 ("Assignor"), and Ariix LLC, a Utah limited liability company with its principal place of business at 737 East 1180 South, American Fork, UT 84003 ("Assignee").

**WHEREAS**, Assignor has adopted and used the registered and unregistered domestic trademarks and trademark applications listed on Schedule A attached hereto and made a part hereof by this reference (all of the foregoing being referred to herein as the "Marks"),

**WHEREAS**, Assignee is desirous of acquiring all right, title, and interest in and to the said Marks, together with the goodwill symbolized and associated with the Marks, and the registration thereof,

**WHEREAS**, Assignor is desirous of assigning to Assignee all right, title, and interest in and to the Marks, and all good will of the business associated with and symbolized the Marks,

**WHEREAS**, Assignor and Assignee entered into an Intellectual Property Assignment Agreement on May 31, 2019 whereby Assignor agreed to assign the Marks to Assignee as part of an Asset Purchase and Sale Agreement entered into between Assignor and Assignee on May 31, 2019,

**WHEREAS**, the transaction contemplated by the said Asset Purchase and Sale Agreement closed on the Effective Date and as a result Assignee purchased and is therefore the successor of certain of Assignor's assets, including Assignor's entire right, title, and interest in and to the Marks, the ongoing and existing business to which the Marks pertain and with which the Marks are used or are intended to be used, and all goodwill of the business associated with and symbolized by the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. ***Nunc Pro Tunc* Assignment.** Assignor hereby assigns to Assignee, *nunc pro tunc* as of the Effective Date hereof, (a) all of Assignor's right, title, and interest in and to the Marks, and all subsisting registrations and pending applications therefor, as set forth in Schedule A hereof, (b) all goodwill of the business associated with and symbolized by the Marks, and thus all goodwill of the ongoing and existing business to which the Marks pertain and with which the Marks are used or are intended to be used, (c) all right, title, and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Marks, and to recover, collect, or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefore, (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent and Trademark Office in connection with or otherwise based upon the Marks, and

*Nunc Pro Tunc Trademark Assignment: TLC/BFM to Ariix - 1*

(e) all right, title and interest to collect and receive any and all income, royalties, proceeds , and payments arising by virtue of use of the Marks after the Effective Date hereof. All rights, titles, and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

**2. Miscellaneous.**

a. At the reasonable request of Assignee, Assignor shall execute and deliver from time to time after the date of this Assignment such further documents, assignments, and conveyance instruments, and take such further actions as may be necessary or desirable to evidence more fully the intent of this Assignment.

b. Except to the extent that Federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed and construed in accordance with the laws of the State of Utah without giving effect to the principles of conflicts of laws thereof.

c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

**IN WITNESS WHEREOF**, Assignor has caused its duly authorized officer to execute this *Nunc Pro Tunc* Assignment of Trademark Rights as of the date set forth below.

**BLU FROG MARKETING, LLC**

Date: 9-18-72

By   
\_\_\_\_\_  
Gary J. Raser  
Its: Chief Executive Officer

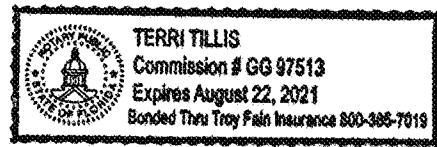
STATE OF FLORIDA }  
County of Seminole } ss.

The foregoing instrument was acknowledged before me this 18 day of Sept, 2020, by Gary J. Raser, Chief Executive Officer of Blu Frog Marketing, LLC, a Nevada limited liability company, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Terrill Tillis  
Signature

(Seal)



Terrill Tillis  
Notary's Name (print, type, or stamp)



Notary Public, State of Florida  
Title or Rank

\_\_\_\_\_  
Serial Number (if any)

**SCHEDULE A**

<b>Mark</b>	<b>Serial Number &amp; Application Date</b>	<b>Registration Number &amp; Registration Date</b>
	77560738 09/02/2008	3624570 05/19/2009
BLU FROG	77514966 07/03/2008	3659163 07/21/2009
THE LIMU COMPANY	77557221 08/27/2008	3685189 09/22/2009
PROSPERITY PLAN	77644715 01/07/2009	3710375 11/10/2009
LIMU LEAN	77908930 01/11/2010	3875163 11/09/2010
LIMU ORIGINAL	77970072 03/26/2010	3875176 11/09/2020
LMU ENERGY	85005528 04/02/2010	3881897 11/23/2010
	85004703 04/01/2010	3907041 01/18/2011
THE PREMIUM SEAWEED BLEND	85393122 08/09/2011	4092616 01/24/2012
THE LIMU EXPERIENCE	85687905 07/26/2012	4312433 04/02/2013
LIMU NATION	86103158 10/28/2013	4555522 06/24/2014
THINK OUTSIDE THE BOSS	86348680 07/25/2014	4675492 01/20/2015
YOPROS	86975861 06/17/2014	4790712 08/11/2015
WE SEAWEED DIFFERENTLY	86545258 02/25/2015	4869706 12/15/2015
WE SEAWEED DIFFERENTLY	86545304 02/25/2015	4965882 05/24/2016
CAN YOUR CRAVINGS	87109261 07/19/2016	5207982 05/23/2017
THE WEIGHT IS OVER	87768621 01/24/2018	5560047 09/11/2018
LIMU	88329843 03/07/2019	5917036 11/19/2019
LIMU SEAWEED BLEND	88369856 04/03/2019	N/A

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