

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625925

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900582633		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Simply Good Foods Canada, Inc.		09/24/2020	Corporation: ONTARIO
Simply Good Foods USA, Inc.		09/24/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wellness Natural USA Inc.		
<b>Street Address:</b>	18 Canal Street		
<b>City:</b>	Keswick		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4P 1K5		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87862613	SIMPLY PROTEIN	
<b>Registration Number:</b>	6003164	SIMPLY PROTEIN	
<b>Registration Number:</b>	4504423	SIMPLY PROTEIN	
<b>Registration Number:</b>	4236813	THE SIMPLY BAR	
<b>Registration Number:</b>	5066189	WELLNESSFOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125042066		
<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>			
<b>Phone:</b>	2125042060		
<b>Email:</b>	rhall@gllaw.us		
<b>Correspondent Name:</b>	Ryan Hall		
<b>Address Line 1:</b>	411 West 14th Street, Floor 4		
<b>Address Line 4:</b>	New York, NEW YORK 10014		
<b>NAME OF SUBMITTER:</b>	Ryan Hall		
<b>SIGNATURE:</b>	/Ryan Hall/		
<b>DATE SIGNED:</b>	02/11/2021		

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”) is made and entered into on September 24, 2020 (the “Effective Date”), and is made from Simply Good Foods USA, Inc., a New York corporation (the “US Assignor”), and Simply Good Foods Canada, Inc., an Ontario corporation (the “Canadian Assignor” and together with the US Assignor, the “Assignor”), to Wellness Natural Inc., an Ontario corporation (the “Canadian Assignee”), and Wellness Natural USA Inc., a Delaware corporation (the “US Assignee” and together with the Canadian Assignee, the “Assignee”).

WHEREAS, pursuant to, and upon the terms and conditions of, the Asset Purchase Agreement dated as of September 24, 2020 (the “Purchase Agreement”; unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Purchase Agreement), by and among Assignor and Assignee, Assignor agreed to sell, convey, assign, and transfer to the Assignee, and the Assignee agreed to accept certain Purchased Assets, including Assignor’s worldwide right, title, and interest in, to, and under all owned intellectual property and all rights to any licensed intellectual property exclusively relating to the Business, including the trademark registrations and trademark applications identified on Annex A attached hereto (the “Marks”);

WHEREAS, Assignor is the sole and exclusive owner of the Marks; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Marks, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby irrevocably assign, transfer, convey, and deliver to US Assignee, and US Assignee hereby accepts, all of Assignor’s worldwide right, title, and interest in and to the United States Marks owned by Assignor as set forth on Annex A (the “US Marks”), including any common law, statutory, and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the US Marks, and all the registration applications and registrations therefor, and all rights to (i) bring an action, whether at law or in equity, for past, present, or future infringement, dilution, misappropriation, misuse, or other violation of the US Marks against any third party; (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the US Marks; and (iii) recover damages, profits, and injunctive relief for all past, present, or future infringement, dilution, misappropriation, misuse, or other violation of the US Marks.

2. Assignor does hereby irrevocably assign, transfer, convey, and deliver to Canadian Assignee, and Canadian Assignee hereby accepts, all of Assignor’s worldwide right, title, and interest in and to the Canadian Marks owned by Assignor as set forth on Annex A (the “Canadian Marks”), including any common law, statutory, and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Canadian Marks,

and all the registration applications and registrations therefor, and all rights to (i) bring an action, whether at law or in equity, for past, present, or future infringement, dilution, misappropriation, misuse, or other violation of the Canadian Marks against any third party; (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Canadian Marks; and (iii) recover damages, profits, and injunctive relief for all past, present, or future infringement, dilution, misappropriation, misuse, or other violation of the Canadian Marks.

3. Effective upon the Effective Date, Assignee shall be responsible for and shall pay any and all costs relating to the registration, maintenance, and prosecution of the Marks, including payment of any associated fees therefor; for the notarization, authentication, legalization, or consularization of the signatures hereof; and for the recording of such assignment documents with the appropriate governmental authorities.

4. Assignor, at Assignee's request, shall execute, acknowledge, and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably require to vest title more effectively in the applicable Assignee, or to put the applicable Assignee more fully in possession of, any of the applicable Marks. All of the parties hereto shall cooperate with one another and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Assignment.

5. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither this Assignment, nor any term or provision hereof, may be amended, modified, superseded, or cancelled except by an instrument in writing signed by each party hereto.

6. No modification, amendment, or waiver of any provision of, or consent or approval required by, this Assignment, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party hereto against whom enforcement of any such modification, amendment, waiver, consent, or approval is sought. Such modification, amendment, waiver, consent, or approval shall be effective only in the specific instance and for the purpose for which given.

7. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and nothing contained herein is intended or shall be deemed to supersede, amend, enlarge, or rescind any of the obligations, agreements, covenants, or warranties of any party contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and this Assignment, the terms of the Purchase Agreement shall govern.

8. This Assignment may be executed in one or more counterparts, any one of which may be by facsimile or digital imaging device (e.g., PDF format), and all of which taken together shall constitute one and the same instrument.


9. This Assignment, including, without limitation, the interpretation, construction, and validity hereof, shall be governed in all respects by the internal Laws of the State of Delaware, without giving effect to any principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

[Signatures are on the following page. Rest of page intentionally left blank.]

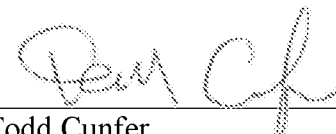
**IN WITNESS WHEREOF**, Assignor and Assignee have caused their respective duly authorized officers to execute this Assignment as of the date first written above.

**ASSIGNOR**

Simply Good Foods USA, Inc.

By:   
Name: Todd Cunfer  
Title: CFO

Simply Good Foods Canada, Inc.

By:   
Name: Todd Cunfer  
Title: CFO

**ASSIGNEE**

Wellness Natural Inc.

DocuSigned by:



By:

BAFDF34A065744D...

Name: Michael Lines

Title: President

Wellness Natural USA Inc.

DocuSigned by:



By:

BAFDF34A065744D...

Name: Michael Lines

Title: Sole Director

Annex A – The Marks

Trademark	Country	Serial No.	Registration Number	Application Date	Registration Date	Owner Name
SIMPLY BAR	Canada	1201813	TMA653303	17-Dec-2003	23-Nov-2005	Simply Good Foods Canada, Inc.
SIMPLY NOURISH	Canada	1676944	TMA939720	14-May-2014	03-Jun-2016	Simply Good Foods Canada, Inc.
SIMPLY PROTEIN	United States of America	87/862613		04-Apr-2018		Simply Good Foods USA, Inc.
SIMPLY PROTEIN	United States of America	87/862669	6003164	04-Apr-2018	03-Mar-2020	Simply Good Foods USA, Inc.
SIMPLY PROTEIN	United States of America	85/941055	4504423	23-May-2013	01-Apr-2014	Simply Good Foods Canada, Inc.
SIMPLY PROTEIN	Canada	1610672	TMA862988	21-Jan-2013	21-Oct-2013	Simply Good Foods Canada, Inc.
SIMPLY PROTEIN CHIPS	Canada	1568490	TMA877497	13-Mar-2012	08-May-2014	Simply Good Foods Canada, Inc.
SIMPLY VEGGIE	Canada	1693372	TMA925896	11-Sep-2014	13-Jan-2016	Simply Good Foods Canada, Inc.
SIMPLY WELLNESS	Canada	1610676	TMA925895	21-Jan-2013	13-Jan-2016	Simply Good Foods Canada, Inc.
SIMPLY WHEY	Canada	1595560	TMA877498	25-Sep-2012	08-May-2014	Simply Good Foods Canada, Inc.
THE SIMPLY BAR	United States of America	85/561210	4236813	06-Mar-2012	06-Nov-2012	Simply Good Foods Canada, Inc.
WELLNESS FOODS	Canada	1767671	TMA969759	12-Feb-2016	02-May-2017	Simply Good Foods Canada, Inc.
WELLNESSFOODS	United States of America	86/906472	5066189	12-Feb-2016	18-Oct-2016	Simply Good Foods Canada, Inc.

**TRADEMARK**

**REEL: 007190 FRAME: 0960**

**RECORDED: 11/30/2020**