

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM629578

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
World Organics Limited		02/22/2021	Limited Company: NEW ZEALAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World Organics, LLC		
<b>Street Address:</b>	239 2nd Avenue S		
<b>Internal Address:</b>	2nd Floor		
<b>City:</b>	St. Petersburg		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33701		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3982838	THE ORGANIC SKIN CO.	
<b>Registration Number:</b>	5871017	THE ORGANIC SKIN CO.	
<b>Registration Number:</b>	5842800	RIVER VEDA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3053728068		
<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>	3053740501		
<b>Email:</b>	jason@markbryn.com		
<b>Correspondent Name:</b>	Jason A. Fischer		
<b>Address Line 1:</b>	2 South Biscayne Blvd.		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>NAME OF SUBMITTER:</b>	Jason A. Fischer		
<b>SIGNATURE:</b>	/Jason A. Fischer/		
<b>DATE SIGNED:</b>	03/03/2021		
<b>Total Attachments: 9</b>			
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source=01c-IP Assignment\_World Organics-executed#page9.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("**IP Assignment**"), dated as of February 22, 2021, is made by World Organics Limited, a New Zealand company, located at 411 Redoubt Road, Totara Park, Auckland 2019 ("**Transferor**"), in favor of World Organics, LLC, a Florida limited liability company, located at 239 2<sup>nd</sup> Avenue S, 2<sup>nd</sup> Floor, St. Petersburg, FL 33701 ("**Transferee**"), the transferee of certain assets of Transferor pursuant to a Contribution Agreement between Transferor and Transferee, dated as of the same date herewith (the "**Contribution Agreement**").

WHEREAS, under the terms of the Contribution Agreement, Transferor has conveyed, transferred, and assigned to Transferee, among other assets, all intellectual property rights of Transferor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Transferor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers, and assigns to Transferee, all of Transferor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Appendix 1 hereto (and any unregistered patents) and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Appendix 2 hereto (and any unregistered trademarks) and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Appendix 3 hereto (and any unregistered copyrights) and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(d) the website domain registrations set forth on Appendix 4 hereto (the "**Domains**");

(e) all trade secrets and formulations;

(f) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(g) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Transferee. Following the date hereof, upon Transferee's reasonable request, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Transferee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into in connection with the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Electronic Signature. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

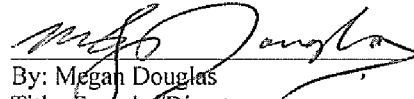
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Transferor has duly executed and delivered this IP Assignment as of the date first above written.

**TRANSFEROR:**

World Organics Limited



By: Megan Douglas  
Title: Founder/Director

L. Douglas  
Liselle Douglas  
Title: Director

[Signature Page to IP Assignment – World Organics Limited]

**TRADEMARK**  
**REEL: 007213 FRAME: 0207**

**Appendix 1**

**PATENTS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>

**Appendix 2**  
**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>
RIVER VEDA	USA	003	5842800	08/27/2019
THE ORGANIC SKIN CO. (Black and White Logo/Design Mark)	USA	003	5871017	10/01/2019
THE ORGANIC SKIN CO. (Word Mark)	USA	003	3982838	06/21/2011
THE ORGANIC SKIN CO. (Figurative/Design Mark – Horizontal Stripes with Vines)	Australia	003	1804961	10/26/2016
WO WORLD ORGANIC	Australia	035	1381463	09/03/2010
WORLD ORGANICS (Figurative/Design Mark – Leaf Forms Part of Letter W)	Australia	003 005 035	1804954	10/26/2016
WO (Figurative/Design Mark – Leaf Forms Part of Letter W in Disc)	Australia	003 005 035	1804955	10/26/2016
RIVER VEDA	Australia	003	1804962	10/26/2016
THE ORGANIC SKIN CO.	India	003	2089804	01/25/2011
THE ORGANIC SKIN CO (Combined Word and Logo Mark)	New Zealand	003	827195	07/14/2010
WORLD ORGANICS (Combined Word and Logo Mark)	New Zealand	003 005 035	1042048	04/29/2016
WO (Combined Word and Logo Mark)	New Zealand	003 005 035	1042049	04/29/2016

RIVER VEDA <sup>1</sup> (Figurative/Design Mark)	European Union	003 035 044	011748324	08/15/2016
THE ORGANIC SKIN CO <sup>2</sup> (Figurative/Design Mark)	European Union	003 035 044	011748365	08/15/2013
RIVER VEDA <sup>3</sup> (Figurative/Design Mark)	United Kingdom	003 035 044	UK009011748324	01/01/2021
THE ORGANIC SKIN CO <sup>4</sup>	United Kingdom	003 035 044	UK009011748365	01/01/2021

### Trademark Applications

Mark	Jurisdiction	Class	Application Serial Number	Filing Date
RIVER VEDA	India	003	3958493	09/28/2018
THE ORGANIC SKIN CO.	China	003	45553275	04/17/2020

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<sup>1</sup> Owner listed as World Organic Ltd.

<sup>2</sup> Owner listed as World Organic Ltd.

<sup>3</sup> Post-Brexit clone of EU registration

<sup>4</sup> Post-Brexit clone of EU registration



**Appendix 3  
COPYRIGHTS**

**Copyright Registrations**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>

**Copyright Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>

## Appendix 4

### DOMAINS

1. riverveda.eu
2. theorganicskinco.eu
3. worldorganic.eu
4. worldorganics.tv
5. theorganicskinco.asia
6. worldorganic.co.uk
7. theorganicskinco.co.uk
8. riverveda.asia
9. rivervedausa.com
10. theorganicskincousa.com
11. worldorganic.asia
12. theorganicskinco.co.nz
13. riverveda.co.uk
14. worldorganics.support
15. worldorganicsusa.com
16. worldorganics.asia
17. organicskin.co
18. theorganicskin.co
19. theorganicskin.co.nz
20. organicskin.co.nz
21. worldorganics.co.in
22. worldorganics.in
23. worldorganics.co.uk
24. worldorganics.net
25. worldorganicusa.com
26. worldorganic.net
27. organicskinco.com
28. theorganicskinco.net
29. organicskinco.net
30. myworldorganic.com

31. riverveda.co.nz
32. myworldorganics.com
33. theorganicskinco.co.in
34. worldorganic.in
35. riverveda.co.in
36. worldorganic.co.in
37. theorganicskinco.in
38. riverveda.in
39. riverveda.nz
40. theorganicskinco.nz
41. worldorganic.nz
42. worldorganics.nz
43. theorganicskin.nz
44. worldorganic.tv
45. worldorganic.support
46. theorganicworld.net
47. theorganicworld.co.nz
48. worldorganic.org
49. worldorganic.co.nz
50. naturesclinicals.com
51. riverveda.de
52. theorganicskinco.de
53. worldorganics.de
54. theorganicskinco.com.au
55. worldorganics.co.nz
56. riverveda.com.au
57. theorganicskinco.com
58. riverveda.com
59. worldorganics.com.au
60. worldorganics.com

[Appendix 4 to IP Assignment – World Organics Limited]