

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cornerstone Research & Development, Inc.	FORMERLY dba Capstone Nutrition	09/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPSTONE NUTRITION, LLC		
Doing Business As:	Capstone Nutrition		
Street Address:	900 S Depot Dr		
City:	Ogden		
State/Country:	UTAH		
Postal Code:	84404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85372882	CORNERSTONE	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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>			
Phone:	6124927000		
Email:	plarson@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	03/26/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of September 23, 2019, by CORNERSTONE RESEARCH & DEVELOPMENT, INC., a Delaware corporation ("Transferor"), in favor of CAPSTONE NUTRITION, LLC, a Delaware limited liability company ("Transferee").

A. This Assignment is being entered into pursuant to that certain Contribution and Acceptance Agreement dated as of the date hereof between Transferor and Transferee (the "Contribution Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

B. Pursuant to the Contribution Agreement, Transferor has agreed to contribute, assign, convey, transfer and deliver to Transferee, and Transferee has agreed to acquire, receive and accept from Transferor, all of Transferor's right, title and interest in and to certain registered and unregistered intellectual property material or related to, necessary for, or used in Transferor's business, including without limitation the intellectual property listed on Schedule A hereto (the "**Intellectual Property**").

NOW, THEREFORE, effective by this instrument and for good and valuable consideration, receipt of which is hereby acknowledged, Transferor hereby assigns to Transferee and its successors and assigns, without any restrictions, limitations or reservations, any and all right, title and interest of Transferor, worldwide, in and to the Intellectual Property and any and all registrations or recordations thereof, including, but not limited to, (a) the goodwill of the business symbolized by, and all benefit of any prior use of, the trademarks included in the Intellectual Property, (b) the use of the Intellectual Property in any manner, (c) any and all rights to royalties, fees, income, payments and other proceeds hereafter due or payable and to initiate claims or proceedings for past, present or future infringements of Transferor's right, title and interest in and to the Intellectual Property, and (d) any and all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, as fully and entirely as the same would have been held and enjoyed by Transferor had this Assignment not been made.

Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Transferee. Following the date hereof, upon Transferee's reasonable request and at Transferee's sole expense, 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 reasonably necessary to effect, evidence or perfect the assignment of the Intellectual Property to Transferee, or any assignee or successor thereto. These actions may include, but are not limited to, promptly (i) unlocking the domain name(s) and providing the authorization code for the domain name(s) to Transferee; (ii) executing and/or completing such other additional documents or forms as are delivered to Transferor by

Transferee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain name(s) to Transferee.

Nothing in this Assignment is intended to provide any rights to Transferee beyond those rights expressly provided to Transferee in the Contribution Agreement. Should any term hereof be in conflict with any term of the Contribution Agreement, the terms of the Contribution Agreement shall prevail. This Assignment will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered via a facsimile machine or other electronic transmission shall be binding to the same extent as an original signature page.

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IN WITNESS WHEREOF, Transferor has executed and delivered this Intellectual Property Assignment as of September 23, 2019.


CORNERSTONE RESEARCH &
DEVELOPMENT, INC.

By: 
Name: Jared Leishman
Title: Chief Executive Officer


SCHEDULE A
to
Intellectual Property Assignment

1. Active U.S. Trademark Registrations & Application

Trademark	Serial Number	Application Date	Registration Date	Date of Renewal	Owner
Building Better Nutrition	85741621	9.28.12	8.20.13	8.20.22	Cornerstone Research & Development, Inc.
Capstone	86617048	5.1.15	5.3.16	5.3.21	Cornerstone Research & Development, Inc.
Capstone Advantage	87614079	9.19.17	6.5.18	6.5.23	Cornerstone Research & Development, Inc.
A CAPSTONE NUTRITION LIFE IMPROVED (Stylized) 	87524838	6.12.17	9.4.18	9.4.23	Cornerstone Research & Development, Inc.
Capstone Nutrition	87486343	6.13.17	5.14.19	5.14.24	Cornerstone Research & Development, Inc.
Capstone University	87524846	6.12.17	6.11.19	6.11.24	Cornerstone Research & Development, Inc.
Cornerstone	85372882	6.15.11	6.11.13	6.11.22	Cornerstone Research & Development, Inc.
Cornerstone	85744113	10.02.12	08.20.13	Eligible for renewal beginning 08.20.19.	Cornerstone Research & Development, Inc.
Eyia Nutrition	88088087	8.22.18	Published		Cornerstone Research & Development, Inc.
Fizz Energy	88002484	6.15.18	07.30.19	7.30.24	Cornerstone Research & Development, Inc.
Formulate for Success	87614095	9.19.17	5.1.18	5.1.23	Cornerstone Research & Development, Inc.
Life Improved	87486314	6.13.17	5.14.19	5.14.24	Cornerstone Research & Development, Inc.
ThruVenue	87525766	6.12.17	6.5.18	6.5.23	Cornerstone Research & Development, Inc.

Trademark	Serial Number	Application Date	Registration Date	Date of Renewal	Owner
Trust, Science Performance A and design 	87614697	9.19.17	5.1.18	5.1.23	Capstone Research & Development, Inc.

Inactive Trademark Registrations and Applications

Trademark	Application / Reg. No.	App. Date	Reg. Date	Jurisdiction	Owner	Status
CORNERSTONE NUTRITIONAL LABS	RN: 2840533 SN: 75894371	January 11, 2000	May 11, 2004	US	Cornerstone Research & Development, Inc.	Canceled
CORNERSTONE NUTRITIONAL LABS	RN: 001814672 AN: 00181467	August 4, 2000	January 18, 2002	European Union	Cornerstone Research & Development, Inc.	Canceled
COCOGEN	RN: 2925260 SN: 78358776	January 28, 2004	February 8, 2005	US	Cornerstone Research & Development, Inc.	Canceled
INTEGRITY	RN: 3964168 SN: 77917150	January 21, 2010	May 24, 2011	US	F.H.G. Corporation	Canceled
CAPSTONE UNIVERSITY	SN: 87617398	September 21, 2017		US	Cornerstone Research & Development, Inc.	Abandoned
STOCK TO DOCK	SN: 87617421	September 21, 2017		US	Cornerstone Research & Development, Inc.	Abandoned
CQ CORNERSTONE QUALITY and Design 	SN: 78941509	July 31, 2006		US	Cornerstone Research & Development, Inc.	Abandoned

Trademark	Application / Reg. No.	App. Date	Reg. Date	Jurisdiction	Owner	Status
BUILDING BETTER NUTRITION	SN: 85372888	July 15, 2011		US	Cornerstone Research & Development, Inc.	Abandoned
CAPSTONE	SN: 86370277	August 19, 2014		US	Cornerstone Research & Development, Inc.	Abandoned

2. Domain Names

Domain Name	Expiration	Registrant
cornerstonerdi.com	1.2.20	CORNERSTONE RESEARCH & DEVELOPMENT INC.
cornerstonerdi.net	1.2.20	CORNERSTONE RESEARCH & DEVELOPMENT INC.
crdius.com	1.2.20	CORNERSTONE RESEARCH & DEVELOPMENT INC.
crdius.net	1.2.20	CORNERSTONE RESEARCH & DEVELOPMENT INC.
csnius.com	9.9.20	CORNERSTONE RESEARCH & DEVELOPMENT INC.
Capstonenutrition.com	8.14.24	CORNERSTONE RESEARCH & DEVELOPMENT INC.

3. Social Media Accounts

Social Media	URL
FB Page	Capstone Nutrition
Linkedin Page	Capstone Nutrition