

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutranext, LLC		07/01/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Nutranext Direct, LLC		
Street Address:	1221 Broadway		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75569795	BLESSED HERBS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5102713394		
Email:	trademarks@clorox.com		
Correspondent Name:	Nina Han		
Address Line 1:	1221 Broadway		
Address Line 4:	Oakland, CALIFORNIA 94612		
NAME OF SUBMITTER:	Nina Han		
SIGNATURE:	/Nina Han/		
DATE SIGNED:	04/13/2021		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT (this "Agreement") is entered into as of July 1, 2017 (the "Effective Date"), by Nutranext, LLC, a Delaware limited liability company (the "Assignor") and Nutranext Direct, LLC, a Nevada limited liability company (the "Assignee"). The Assignor and Assignee are each hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Assignor currently owns or has the right to various U.S. and foreign trademarks, service marks, trade names, logos, internet domain names and corporate names, trade dress rights and/or general intangibles of a like nature, and/or industrial or product designs, whether registered or unregistered, including any applications for registration of the foregoing (collectively, the "Nutranext Marks"), including those described on Schedule 1 to this Agreement; and

WHEREAS, the Assignor wishes to assign and transfer the Nutranext Marks to the Assignee, and the Assignee wishes to take ownership of said intellectual property.

NOW, THEREFORE, for and in consideration of the mutual covenants payments, and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignor and Assignee agrees as follows:

AGREEMENT

- 1. Assignment.** The Assignor, as of the Effective Date, assigns, conveys, and transfers to the Assignee, and the Assignee hereby assumes and accepts, all of the Assignor's right, title and interest in and to the Nutranext Marks, together with all goodwill therein.
- 2. Recording.** The Assignee and Assignor shall each take such further actions as may be necessary or desirable to give full effect to the foregoing transactions, including executing such instruments, making such filings and obtaining such consents as may be appropriate. If the Assignor has any certificate or instrument evidencing ownership of the Nutranext Marks, the Assignor shall immediately deliver such certificate or instrument to the Assignee, duly endorsed to the Assignee, if appropriate.
- 3. Warranties.** The Assignor represents and warrants, as of the Effective Date, that (i) it is legally authorized to enter into this Agreement, and (ii) it is the legal and beneficial owner of the Nutranext Marks free and clear of any adverse claims, liens or transfer restrictions.
- 4. Disclaimer.** Other than as set forth in Section 3 above, the Assignor makes no representations or warranties concerning the Nutranext Marks, and the assignment and assumption hereunder is being made "as is". The Assignor hereby forever and irrevocably waives any rights or claim it may have against the Assignee in connection with any existing contract or agreement or any other facts or circumstances existing as of the Effective Date or at any time prior to the Effective Date.

5. Counterpart Copies. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this section.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws to the extent that such principles would permit or require the application of laws of another jurisdiction.

7. Further Assurances. Each of the Parties hereto shall execute and deliver, at the reasonable request of the other Party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[Signature Page Follows]

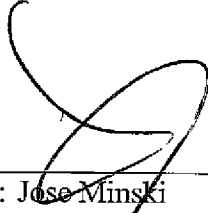
IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Agreement as of the date first written above.

ASSIGNEE:

Nutranext Direct, LLC

By: Its Member, Nutranext, LLC

By:




Name: Jose Minski
Title: CEO and President

ASSIGNOR:

Nutranext, LLC

By:



Name: Jose Minski
Title: CEO and President