

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/01/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iceland Health, LLC		05/01/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Wellnext LLC		
Street Address:	1301 Sawgrass Corp. Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Limited Liability Company: DELAWARE		
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: 10			
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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan") is entered into by and between ICELAND HEALTH, LLC, a Florida limited liability company (the "Company"), and WELLNEXT LLC, a Delaware limited liability company ("Wellnext").

RECITALS

The Company is a wholly owned, member-managed subsidiary of Wellnext.

Wellnext has determined that it is advisable and in the best interests of the Company that the Company be merged with and into Wellnext, with Wellnext being the surviving entity (the "Surviving Company"), on the terms and subject to the conditions set forth herein (the "Merger").

Wellnext, as the sole member of the Company, (i) waived notice of the Merger and approved this Plan and the Merger pursuant to the Written Consent of the Sole Member of the Company in Lieu of Meeting dated May 1, 2017, in accordance with Section 605.1023 of the Florida Revised Limited Liability Company Act (the "FL LLC Act") and Section 18-209 of the Delaware Limited Liability Company Act, as amended (the "DE LLC Act"), and (ii) received notice of and waived its appraisal rights pursuant to Sections 605.1006 and 605.1061 through 605.1072 of the FL LLC Act.

The sole member of Wellnext approved this Plan and the Merger pursuant to the Written Consent of the Sole Member of Wellnext in Lieu of Meeting dated May 1, 2017, in accordance with Section 605.1023 of the FL LLC Act and Section 18-209 of the DE LLC Act.

The parties hereto intend this Plan to constitute a "plan of merger" pursuant to Section 605.1022 of the FL LLC Act and an "agreement of merger" pursuant to Section 18-209 of the DE LLC Act.

THE MERGER

At the Effective Time (as defined below), the Company shall be merged with and into the Surviving Company in accordance with Sections 605.1021 through 605.1026 of the FL LLC Act and Section 18-209 of the DE LLC Act, and the separate existence of the Company shall cease and the Surviving Company shall continue as the surviving entity under the laws of the State of Delaware.

THE SURVIVING COMPANY

At and immediately after the Effective Time, the Certificate of Formation of Wellnext in effect immediately prior to the Effective Time, attached hereto as Exhibit A, shall remain as the Certificate of Formation of the Surviving Company, until thereafter altered, amended or repealed in accordance with applicable laws and the Certificate of Formation of the Surviving Company.

At and immediately after the Effective Time, the Amended and Restated Limited Liability Company Operating Agreement of Wellnext in effect immediately prior to the Effective Time, attached hereto as Exhibit B, shall remain as the Amended and Restated Limited Liability Company Operating Agreement of the Surviving Company, until thereafter altered, amended or repealed in accordance with applicable laws and the Certificate of Formation and Amended and Restated Limited Liability Company Operating Agreement of the Surviving Company.

At and immediately after the Effective Time, until successors are duly elected or appointed and qualified, the officers of Wellnext in office immediately prior to the Effective Time, together with such additional persons as may thereafter be elected, shall be the officers of the Surviving Company.

MANNER AND BASIS OF MERGING MEMBERSHIP INTEREST

At the Effective Time, all of the membership interests of the Company, regardless of class, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Surviving Company, automatically be cancelled and cease to exist.

At the Effective Time, all of the membership interests of the Surviving Company, regardless of class, issued and outstanding immediately prior to the Effective Time shall remain as issued and outstanding membership interests of the Surviving Company.

At the Effective Time, all property, rights, privileges, powers and franchises of the Company shall vest in the Surviving Company, and all liabilities and obligations of the Company shall become liabilities and obligations of the Surviving Company.

EFFECTIVE TIME

The Merger shall become effective as of May 1, 2017 (the "Effective Time").

COUNTERPARTS

This Plan may be executed in multiple counterparts and all such counterparts collectively shall constitute an original Plan, which may be evidenced by any one counterpart.

[Signature Page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the 1st day of May, 2017.

ICELAND HEALTH, LLC

By: Its Member, WELLNEXT LLC

By: 
Name: Jose Minski
Title: President and CEO

WELLNEXT LLC


By: 
Name: Jose Minski
Title: President and CEO

EXHIBIT A
Certificate of Formation

EXHIBIT B
Amended and Restated Limited Liability Company Operating Agreement

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ICELAND HEALTH, LLC", A FLORIDA LIMITED LIABILITY COMPANY, WITH AND INTO "WELLNEXT LLC" UNDER THE NAME OF "WELLNEXT LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SIXTH DAY OF JUNE, A.D. 2017, AT 4:43 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

5633779 8100M
SR# 20174613168

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202671960
Date: 06-07-17

TRADEMARK
REEL: 007255 FRAME: 0218

State of Delaware
Certificate of Merger of a Foreign Limited Liability Company
into a Domestic Limited Liability Company

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is Wellnext LLC, a Delaware Limited Liability Company.

Second: The name of the Limited Liability Company being merged into this surviving Limited Liability Company is Iceland Health, LLC.
The jurisdiction in which this Limited Liability Company was formed is Florida.


Third: The Agreement of Merger has been approved and executed by both Limited Liability Companies.

Fourth: The name of the surviving Limited Liability Company is Wellnext LLC.

Fifth: The executed agreement of merger is on file at 1301 Sawgrass Corp. Parkway, Sunrise, Florida 33323, the principal place of business of the surviving Limited Liability Company.

Sixth: A copy of the agreement of merger will be furnished by the surviving Limited Liability Company on request, without cost, to any member of the Limited Liability Company or any person holding an interest in any other business entity which is to merge or consolidate.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by an authorized person, this 1st day of May, A.D., 2017.

By: 
Authorized Person

Name: Guido Panzera
Print or Type



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 7, 2017

CORPORATION SERVICE COMPANY
ICELAND HEALTH, LLC/WELLNEXT LLC

Re: Document Number M16000003817

The Articles of Merger for WELLNEXT LLC, the surviving Delaware entity, were filed on June 6, 2017.

Should you have any questions regarding this matter, please feel free to telephone (850) 245-6050, the Amendment Filing Section.

Susan Tallent
Regulatory Specialist II
Division of Corporations

Letter Number: 417A00011548

Account number: I20000000195

Amount charged: 50.00

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32311

TRADEMARK

REEL: 007255 FRAME: 0220

Articles of Merger
For
Florida Limited Liability Company

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Iceland Health, LLC	Florida	Limited Liability Company
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Wellnext LLC	Delaware	Limited Liability Company
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FILED
17 JUN -6 PM 5:41
SECRETARY OF STATE
TALLAHASSEE FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

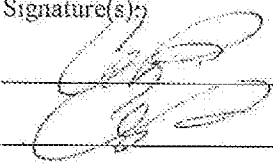
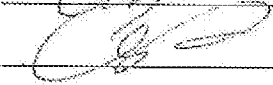
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

May 1, 2017

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Iceland Health, LLC		Guido Panzera
Wellnext LLC		Guido Panzera

- Corporations: Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)
- General partnerships: Signature of a general partner or authorized person
- Florida Limited Partnerships: Signatures of all general partners
- Non-Florida Limited Partnerships: Signature of a general partner
- Limited Liability Companies: Signature of an authorized person

Fees: For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

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