

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900602353

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barry D. Sears		03/12/2021	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Sears IP LLC
Street Address:	200 Corporate Place, Suite 7
City:	Peabody
State/Country:	MASSACHUSETTS
Postal Code:	01960
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5469978	ZONERX
Registration Number:	5101230	PERFORMANCE PASTA
Registration Number:	4886057	PASTARX
Registration Number:	4821711	MAQUIRX
Registration Number:	5224990	POLYPHENOLRX
Registration Number:	5885917	ZONE PRO-RESOLUTION NUTRITION
Registration Number:	6065150	RESOLUTION RESPONSE
Registration Number:	6031271	CACAORX
Serial Number:	90372446	SENOTEC

CORRESPONDENCE DATA

Fax Number: 6173459020

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.

Phone: 617-345-9000

Email: tmdocket@hinckleyallen.com

Correspondent Name: Alexander P. Montgomery

Address Line 1: 28 State Street, 30th Floor

Address Line 2: Hinckley, Allen & Snyder, LLP

Address Line 4: Boston, MASSACHUSETTS 02109

TRADEMARK

ATTORNEY DOCKET NUMBER:	057648-0122749
NAME OF SUBMITTER:	Alexander P. Montgomery
SIGNATURE:	/Alexander P. Montgomery/
DATE SIGNED:	05/05/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “**Assignment**”), dated as of March 12, 2021 (the “**Effective Date**”), is made by and between Barry D. Sears, an individual residing at 1160 SW Chapman Way, #209, Palm City, Florida 34990 (“**Assignor**”), and Sears IP LLC, a Delaware limited liability company with a principal place of business at 200 Corporate Place, Suite 7, Peabody, MA 01960 (“**Assignee**”).

WHEREAS, Assignor and Assignee entered into a previous assignment of certain trademarks through an assignment agreement dated January 1, 2014 (“**Original Assignment**”);

WHEREAS, since the effective date of the Original Assignment, Assignor has obtained and is the sole and exclusive owner of the trademarks set forth in Exhibit A, together with registrations and applications for those trademarks with the United States Patent and Trademark Office (collectively the “**Assigned Marks**”); and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of Assignor’s business symbolized by the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:


1. Assignment. Assignor does hereby transfer, assign, convey and deliver to Assignee all of Assignor’s right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of the Assignor’s business symbolized by the Assigned Marks, including without limitation all of the rights in damages for past, present and future infringements of the Assigned Marks.
2. Recordation. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record ownership of the trademarks set forth in Exhibit A as the property of Assignee.
3. Further Action. From time to time after the date hereof, and for no further consideration, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to consummate the transactions contemplated hereby.
4. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the Effective Date by their respective authorized representatives.

ASSIGNOR:

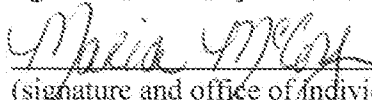
BARRY D. SEARS

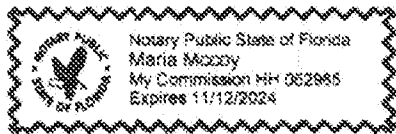
By: 
Name: Barry D. Sears

ACKNOWLEDGMENT

STATE OF FLORIDA)
) :SS:
COUNTY OF Manatee)

On March 12, 2021 before me the undersigned notary public, personally appeared Barry D. Sears, proved to me through satisfactory evidence of identification, which was his state-issued driver's license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.


(signature and office of individual taking acknowledgment)



ASSIGNEE:

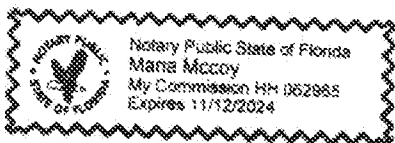
SEARS IP LLC

By: 
Name: Barry D. Sears
Title: Manager

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF Marion) SS:

On March 12, 2021 before me the undersigned notary public, personally appeared Barry D. Sears, proved to me through satisfactory evidence of identification, which was his state-issued driver's license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Manager for Sears IP LLC a Delaware limited liability company.



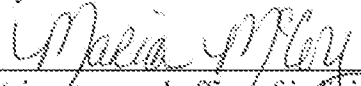

(signature and office of individual taking acknowledgment)

Exhibit A

Assigned Marks

Mark	Status	Serial No./Reg. No.	Jurisdiction
ZONERX	Registered	5,469,978	United States
PERFORMANCE PASTA	Registered	5,101,230	United States
PASTARX	Registered	4,886,057	United States
MAQUIRX	Registered	4,821,711	United States
POLYPHENOLRX	Registered	5,224,990	United States
ZONE PRO- RESOLUTION NUTRITION	Registered	5,885,917	United States
RESOLUTION RESPONSE	Registered	6,065,150	United States
CACAORX	Registered	6,031,271	United States
SENOTEC	Application	90/372446	United States