

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646571

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900600933		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larosso Ltd.		12/29/2020	Limited Company: CYPRUS
RECEIVING PARTY DATA			
Name:	Hendel LLC		
Street Address:	Room X, Office 25G		
Internal Address:	Khlebozavodskiy Passage, h. 7, bld. 9		
City:	Moscow		
State/Country:	RUSSIAN FEDERATION		
Postal Code:	01913		
Entity Type:	Limited Liability Company: RUSSIAN FEDERATION		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6171028	NUTRADEMIC	
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:	9784639100		
Email:	trademarks@sandsip.com		
Correspondent Name:	Matthew Saunders		
Address Line 1:	14 Cedar Street Suite 224		
Address Line 4:	Amesbury, MASSACHUSETTS 01913		
DOMESTIC REPRESENTATIVE			
Name:	Matthew Saunders & Silverstein LLP Saund		
Address Line 1:	14 Cedar Street Suite 224		
Address Line 4:	Amesbury, MASSACHUSETTS 01913		
NAME OF SUBMITTER:	Matthew Saunders		
SIGNATURE:	/matthew saunders/		
DATE SIGNED:	05/13/2021		

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

December 29, 2020

Larosso Ltd., a limited company, incorporated and acting under the laws of Cyprus, hereinafter referred to as "Assignor", represented by its Attorney Mr. Vasily Sazonov, acting on the basis of the power of attorney, on one hand, and "Hendel" LLC, a limited liability company, incorporated and acting under the laws of the Russian Federation, hereinafter referred to as the "Assignee", represented by General Director Mr. Bitiashvili Georgy, acting on the basis of the Charter, on the other part,

together referred to as the "Parties" and each separately as the "Party", have entered into this Trademark assignment Agreement (hereinafter - the "Agreement") on the following:

WHEREAS,

the Assignor is the sole and exclusive owner of the following trademark registration (the "Trademark") in the United States of America (the USA or the "Territory"):

Certificate on the Trademark	Priority Date	Registration Date	Goods of the ICGS
№ 6171028 NUTRADEMIC	26.09.2019	06.10.2020	in respect of all registered goods of the 5, 30 and 32 classes

WHEREAS,

the Assignee desires to acquire from the Assignor the Trademark in accordance with the terms and conditions of this Agreement,

NOW THEREFORE,

the Parties hereto agree as follows:

1. SUBJECT OF THE AGREEMENT

- 1.1. The Assignor fully assigns the Trademark and all rights, title and interest involved as well as the associated goodwill, to the Assignee. This Assignment is made in respect of all goods for which Trademark was registered.
- 1.2. The Assignee shall pay remuneration for the Assignment of the exclusive right on the Trademark from the Assignor.
- 1.3. The Assignor undertakes to give its full cooperation for all formalities in order to record the Assignee as the new owner of the Trademark.
- 1.4. The Assignor undertakes to provide the Assignee with the Application of recording of exclusive right transfer on the Trademark in the United States Patent and Trademark Office (USPTO) within 10 (ten) working days from the date when remuneration will be received from Assignee.
- 1.5. The Assignor shall furnish the Assignee with all necessary information and documents on and in connection with the Trademark, which may be required to the Assignee. The Assignor shall also furnish the Assignee with the original certificate covering the Trademark and the official addendums after the Trademark assignment of the exclusive right.
- 1.6. Parties agreed that Assignee is obliged to pay all fees, including fees for the legal services in the Territory, necessary for recording Assignee in the official USA trademark database as a new owner of the Trademark.
- 1.7. The Assignor represents and warrants that:
 - 1.7.1. The Assignor is the sole owner of the exclusive right on the Trademark and all rights, title and interests derived from and in connection with the Trademark.
 - 1.7.2. The exclusive right on the Trademark is active, currently valid and subsisting and in full force and effect without any limitations or claims from the third parties.
 - 1.7.3. The assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third party in the Territory.
 - 1.7.4. The Assignor has not licensed the Trademark to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Trademark to any other person or entity.
- 1.8. Parties guarantee that the assignment of the Trademark could not cause any misleading for consumers concerning goods or the manufacturer of goods.

2. REMUNERATION OF THE ASSIGNOR

- 2.1. For the assignment of the Trademark Assignee pays to the Assignor a remuneration in the amount of USD 1865 (One thousand eight hundred sixty five) by bank transfer of funds to the Assignor's account within 10 (ten) working days from the date of signing of Agreement by the Parties.
- Parties shall pay all respective taxes as applicable to payment between the Parties under this Agreement.

3. RESPONSIBILITY OF THE PARTIES

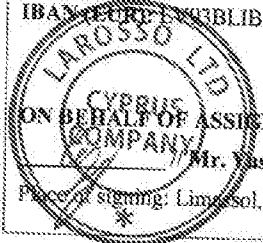
- 3.1. The Party that fails to fulfill or improperly fulfills its obligations under this Agreement is responsible in accordance with applicable law of the Russian Federation.
- 3.2. In the event of possible claims brought by third parties or other violations of the applicable laws, caused by the assignment of the exclusive right on the Trademark, the Assignee undertakes to settle the disputes with third parties and incur all costs necessary for such settlement, including the professional and official fees.

4. TERM OF THE AGREEMENT

- 4.1. This Agreement enters into force upon its signing and is valid until the Parties fulfill their obligations under the terms of this Agreement in full.
5. **FINAL PROVISIONS**
- 5.1. In all other respects that are not stipulated in this Agreement, the Parties are guided by the legislation of the State of New-York.
- 5.2. This assignment of the exclusive right on the Trademark shall come into effect for the third parties on the date on which this Agreement will be registered by the United States Patent and Trademark Office (USPTO) as required by the laws of the Territory. Each Party hereto shall fully cooperate with the other with regard to such registration.
- 5.3. Any changes and additions to this Agreement shall be made in writing and become an integral part of the Agreement since their signing by the Parties.
- 5.4. All notices and communications shall be sent in writing (as well as in e-form).
- 5.5. At the time of signing this Agreement, the Parties are not bound by any obligations with any third parties that may conflict with the terms of this Agreement.
6. **ADDRESSES AND PAYMENT DETAILS OF THE PARTIES**

Assignor:

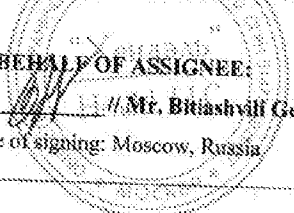
LAROSSO LTD.
 Registered address: Spyrou Kyprianou, 61 SK HOUSE 4003,
 Limassol, Cyprus
 Registration number: HE 381948
 E-mail: info@larosso.eu
 Beneficiary Bank: Baltic International Bank
 Bank address: Kaleju St.43, Riga, LV-1050, Latvia
 SWIFT: BLIBLV22
 IBAN: EUR1003BLIB1001025739001



ON BEHALF OF ASSIGNOR:
 Mr. Vasily Sazonov, Attorney
 Place of signing: Limassol, Cyprus

Assignee:

HENDEL LLC
 Registered address: 115230, Russia, Moscow, Khlebozavodskiy
 passage, h. 7, bldg. 9, section X, room 25G
 PSRN: 5147746029327
 TIN/RRC: 7724935308/772401001
 E-mail: info@hendel.pro
 Beneficiary Bank: PJSC VTB BANK MOSKOW
 SWIFT: VTBKRU2MS2
 Beneficiary's acc: 40702840300000008134
 Correspondent account in Intermediary Bank: 36208997



ON BEHALF OF ASSIGNEE:
 // Mr. Bitiashvili Georgy, Director General
 Place of signing: Moscow, Russia

TRADEMARK