

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649196

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/01/2020
RESUBMIT DOCUMENT ID:	900613343

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BI NUTRACEUTICALS, INC.		06/30/2020	Corporation:

RECEIVING PARTY DATA

Name:	Martin Bauer, Inc.
Street Address:	400 Plaza Drive, Third Floor
City:	Secaucus
State/Country:	NEW JERSEY
Postal Code:	07094
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6060669	EMULZIFY
Registration Number:	6005270	IDENTILOK
Registration Number:	4714957	UHD
Registration Number:	4721014	THERMEXX HP
Registration Number:	4597600	GREEN STEAM
Registration Number:	3532411	PROTEXX HERBAL POWDERS
Registration Number:	3357139	PROTEXX HP
Registration Number:	3637966	PSYBERLOID
Registration Number:	3637747	ROSEOX
Registration Number:	2876456	CORALIFE
Registration Number:	2535559	ULTRAHD
Registration Number:	2122473	NATURSPAN

CORRESPONDENCE DATA

Fax Number:

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.

Email: mpatton@omm.com

Correspondent Name: Scott Pink/Madeleine Patton
Address Line 1: 2765 Sand Hill Rd
Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER: Madeleine Patton

SIGNATURE: /Madeleine Patton/

DATE SIGNED: 05/24/2021

Total Attachments: 13

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment Agreement**”) is made effective as of July 1, 2020, by and between BI Nutraceuticals, Inc., a Delaware corporation (“**Assignor**”), and Martin Bauer, Inc., a New Jersey corporation (“**Assignee**”).

RECITALS:

WHEREAS, pursuant to a certain plan and agreement of merger, of even date herewith (the “**Merger Plan**”) by and between Assignor and Assignee, Assignor will merge with and into Assignee;

WHEREAS, in connection with such merger, Assignor wishes to assign all agreements in effect at the date of the merger (the “**Assigned Contracts**”) to Assignee;

WHEREAS, the Assignee has agreed to assume the rights and obligations of Assignor with respect to the Assigned Contracts, and to become a party to and be bound by the terms of the Assigned Contracts; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the date of the merger (the “**Merger Date**”), Assignor hereby assigns and sets over unto Assignee all of Assignor’s right, title and interest in, under and to each of the Assigned Contracts. Assignee represents and warrants that it has received a copy of the Assigned Contracts prior to signing this Assignment Agreement and has had the opportunity to read them and to consult with legal counsel.

2. Assumption. Assignee hereby agrees to accept and undertake to discharge the obligations of Assignor under the Assigned Contracts arising on and after Merger Date. Subject to the fulfillment of any conditions herein, the Assignor is hereby released from all the duties, obligations, and responsibilities of Assignor under the terms and provisions of the Assigned Contracts from and after the Merger Date.

3. Further Assurances. Subject to applicable law, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, assumptions, releases and such other instruments, and shall take such further action as may be necessary or appropriate, to carry out the provisions and purposes hereof.

4. Amendment. This Assignment Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.

5. Entire Agreement. This Assignment Agreement and the Merger Plan constitute the entire agreement between the parties and supersede all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof.

6. No Third Party Beneficiaries. This Assignment Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto and such successor and assigns, any legal or equitable rights hereunder.

7. Construction. This Assignment Agreement shall be construed without the aid of any canon, custom or rule of law requiring construction against the draftsman.

8. Jurisdiction and Venue; Governing Law. This Assignment Agreement and any claim related directly or indirectly to this Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof that would defer to the substantive laws of any other jurisdiction. Any and all disputes hereunder shall be submitted only to a Federal or State court seated in the County of New Castle, State of Delaware, which shall have exclusive jurisdiction thereof, and the parties hereto submit to the exclusive jurisdiction thereof.

9. Headings. The headings and captions contained herein are for convenience only and shall not control or affect the meaning or construction of any provision hereof.

10. Counterparts; Electronic Signatures. This Assignment Agreement may be executed in one or more counterparts, each of, which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment Agreement may be executed by a party's signature transmitted by facsimile or email via a .pdf attachment, and copies of this Assignment Agreement executed and delivered by such means shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed or .pdf signatures transmitted via email as if such signatures were originals.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed and delivered by their duly authorized representatives, under seal, as of the date and year first above written.

BI NUTRACEUTICALS, INC.

By: 

Name: George Pontiakos

Title: President & CEO

MARTIN BAUER, INC.

By: 

Name: Ennio Ranaboldo

Title: President & CEO

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:

"BI NUTRACEUTICALS, INC.", A DELAWARE CORPORATION, WITH AND INTO "MARTIN BAUER, INC." UNDER THE NAME OF "MARTIN BAUER, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW JERSEY, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JUNE, A.D. 2020, AT 8:20 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JULY, A.D. 2020.




Jeffrey W. Bullock, Secretary of State

3158803 8100M
SR# 20205980923

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

Authentication: 203198396
Date: 06-30-20

TRADEMARK
REEL: 007296 FRAME: 0420

STATE OF DELAWARE
CERTIFICATE OF MERGER

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST, the name of each constituent corporation is Martin Bauer, Inc., a New Jersey corporation, and BI Nutraceuticals, Inc., a Delaware corporation.

SECOND, the Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 252.

THIRD, the name of the surviving corporation is Martin Bauer, Inc., a New Jersey corporation.

FOURTH, the Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH, the merger is to become effective on July 1, 2020.

SIXTH, the Agreement of Merger is on file at 400 Plaza Drive, 3rd Floor, Secaucus, NJ 07094, the place of business of the surviving corporation.

SEVENTH, a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of the constituent corporations.

EIGHT, the surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of an obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving company at 400 Plaza Drive, 3rd Floor, Secaucus, NJ 07094.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, this 26th day of May, 2020.

Martin Bauer, Inc.

By: 

Name: Ennio Ranibaldo

Title: President & CEO

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:20 AM 06/30/2020
FILED 08:20 AM 06/30/2020

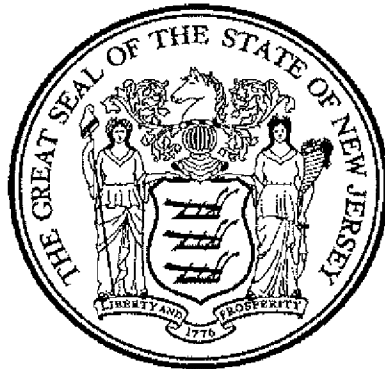
ST 22558121 File Number 2067825

TRADEMARK
REEL: 007296 FRAME: 0421

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)
0100855968

MARTIN BAUER, INC.

I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Merger filed June 30th, 2020
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.



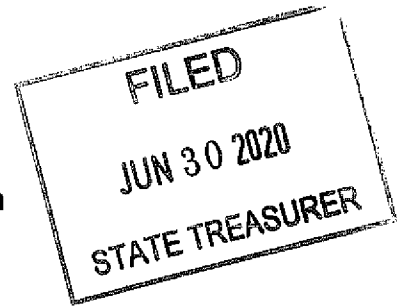
Certificate Number: 142300143

Verify this certificate online at

<https://www.njportal.com/DOR/businessrecords/Validate.aspx>

IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
31st day of July, 2020

Elizabeth Maher Muoio
State Treasurer



New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Profit Corporations)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

1. Type of Filing (check one): [X] Merger [] Consolidation

2. Name of Surviving Business Entity: MARTIN BAUER, INC.

3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:

Table with 3 columns: Name, Jurisdiction, Identification # Assigned by Treasurer (if applicable). Rows include MARTIN BAUER, INC. (NEW JERSEY, 0100855968) and BI NUTRACEUTICALS, INC. (DELAWARE, 0100997352).

4. Date Merger/Consolidation adopted:

5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name MARTIN BAUER, INC. Outstanding Shares 10
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [X]

-b Corp. Name BI NUTRACEUTICALS, INC. Outstanding Shares 100
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [X]

-c Corp. Name _____ Outstanding Shares _____
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) []

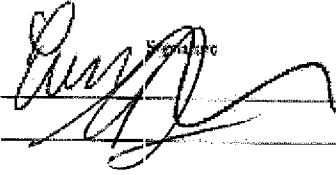
6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see inst): 7/1/20



Name	Title	Date
Ennio Ranaboldo	President , Martin Bauer, Inc.	06/24/2020
George Pontiakos	CEO , BI Nutraceuticals, Inc.	06/24/2020

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (this "Agreement"), dated this 1st day of July, 2020 is entered into by and between Martin Bauer, Inc., a New Jersey corporation ("MBI"), and BI Nutraceuticals, Inc., a Delaware corporation ("BIN"), (individually a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, the Board of Directors of BIN has determined that it is in the best interest of BIN and its shareholder to merge with and into MBI pursuant the terms and subject to the conditions set forth herein (the "Merger");

WHEREAS, the Board of Directors of MBI has determined that it is in the best interest of MBI and its shareholder to effect the Merger;

WHEREAS, the Board of Directors and the sole-shareholder of BIN and the Board of Directors and sole-shareholder of MBI have approved this Agreement and the Merger pursuant to the terms and conditions herein set forth as of the date hereof;

WHEREAS, the Merger is intended to be treated as a tax-free reorganization under section 368(a)(1) of the United States Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, this Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulation section 1.368-2(g).

NOW, THEREFORE, in consideration of the above premises and the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

THE MERGER

Section 1. The Merger. At the Effective Time (as hereinafter defined) and upon the terms and subject to the conditions of this Agreement and in accordance with Section 252 of the Delaware General Corporation Law ("Delaware Code") and Section 14A:10-1 et seq. of the New Jersey Business Corporation Act ("NJ Act"), BIN shall be merged with and into MBI. Following the Merger, MBI shall continue as the surviving entity (the "Surviving Entity") and the separate corporate existence of BIN shall cease.

Section 2. Effective Time. The Parties hereto will file with the Secretary of State of Delaware and the State of New Jersey or other governmental agencies as required under applicable law certificates of merger in such form as required by, and executed in accordance with, the relevant provisions of the Delaware Code and the NJ Act. The effective time of the

filing of the certificate of merger with the Secretary of State of Delaware and the State of New Jersey is July 1, 2020 at 12:00 AM Eastern Time (the "Effective Time").

Section 3. Effects of Merger. The Merger shall have the effects set forth in the Delaware Code and the NJ Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of BIN shall vest in the Surviving Entity, and all debts, liabilities and duties of BIN shall become the debts, liabilities and duties of the Surviving Entity.

Section 4. Certificate of Incorporation. The Certificate of Incorporation and By-Laws of MBI, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation and By-Laws of the Surviving Entity until amended in accordance with applicable law.

Section 5. Directors and Officers. As of the Effective Time, the officers and directors of the Surviving Entity shall be comprised of the individuals listed who held such positions immediately prior to the Effective Time and shall hold such positions in accordance with the Certificate of Incorporation and By-Laws of the Surviving Entity until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

Section 6. Tax Consequences. The Parties have determined that it is advisable to document their intention to treat the execution and consummation of the Merger (the "Reorganization Transaction") as a reorganization under Section 368(a)(1) of the Code. Therefore, (a) the Reorganization Transaction is intended to constitute a reorganization under Section 368(a)(1) of the Code, (b) the Parties are each intended to be a party to such reorganization within the meaning of Section 368(b) of the Code, (c) the Parties shall report the Reorganization Transaction for U.S. federal income tax purposes in keeping with such intended tax treatment and will not take any position inconsistent therewith in any tax return, refund claim, litigation or otherwise unless required to do so by law, and (d) this provision is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulation section 1.368-2(g).

Section 7. No Further Ownership Rights in BIN Common Stock. At the Effective Time each share of BIN Common Stock owned prior to the Effective Time shall be cancelled and extinguished, and all certificates representing shares of BIN Common Stock owned prior to the Effective Time shall be canceled and extinguished.

Section 8. Shareholder Approval. This Agreement and the Merger provided for herein have been submitted for approval to, and approved by, the sole-shareholder of BIN and the sole-shareholder of MBI, in the manner prescribed by the provisions of the Delaware Code and the NJ Act, respectively.

Section 9. Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, each Party will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper and advisable under applicable laws to consummate the Merger and the other transactions contemplated by this

Agreement. Neither BIN nor MBI will take, agree to take or knowingly permit to be taken any action or do or knowingly permit to be done anything in the conduct of the business of the Parties, or otherwise, which would be contrary to or in breach of any of the terms or provisions of this Agreement.

Section 10. Request for Documentation. Each Party shall, from time to time, as and when requested by the other Party, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this Agreement.

Section 11. Termination. This Agreement may be terminated and the Merger and the other transactions contemplated herein may be abandoned at any time prior to the Effective Time by mutual written consent of BIN and MBI.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the State of New Jersey, as applicable, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

Section 14. Facsimile Signature. In the event that any signature is delivered by facsimile transmission, PDF, electronic signature or other similar electronic means, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized all as of the date first above written.

BI NUTRACEUTICALS, INC.

By: 
Name: George Pontiakos
Title: CEO

MARTIN BAUER, INC.

By: 
Name: Ennio Ranaboldo
Title: President & CEO