

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM655079

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRUVIT VENTURES, INC.		05/25/2021	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTAIRIA CORPORATION		
<b>Doing Business As:</b>	ALTAIRIA INTERNATIONAL		
<b>Street Address:</b>	942 Windemere Drive		
<b>City:</b>	Salem		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97304		
<b>Entity Type:</b>	Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5066797	NEON ENERGY DRINK	
<b>Registration Number:</b>	4945577	NEON ENERGY DRINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9142063787		
<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>			
<b>Phone:</b>	9147230394		
<b>Email:</b>	twilentz@tmwlaw.com		
<b>Correspondent Name:</b>	Thomas M. Wilentz		
<b>Address Line 1:</b>	75 South Broadway		
<b>Address Line 2:</b>	4th Floor		
<b>Address Line 4:</b>	White Plains, NEW YORK 10601		
<b>NAME OF SUBMITTER:</b>	Thomas M. Wilentz		
<b>SIGNATURE:</b>	/tmw/		
<b>DATE SIGNED:</b>	06/21/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** is entered into this 25th day of May, 2021 by and between **PRUVIT VENTURES, INC.**, a Texas corporation, with an address at 901 Sam Rayburn Highway, Melissa, Texas 75454, **VISALUS, INC.**, a Delaware corporation having an address at P.O. Box 51061, Pasadena, California 91115, **VISALUS HOLDINGS, LLC**, a Delaware limited liability company having an address at P.O. Box 51061, Pasadena, California 91115 (Pruvit Ventures, Inc., Visalus, Inc. and Visalus Holdings, LLC are collectively the "**Sellers**"), and **ALTAIRIA CORPORATION d/b/a ALTAIRIA INTERNATIONAL**, an Oregon corporation having an address at 942 Windemere Drive, Salem, Oregon 97304 (the "**Purchaser**").

WHEREAS, Purchaser and Sellers have entered into a Settlement Agreement and Release, dated May 25, 2021 (the "**Agreement**"), pursuant to which the Sellers have agreed to sell, transfer, convey, assign, and deliver to Purchaser and Purchaser has agreed to purchase from Sellers, among other things, certain trademarks related to the NEON Energy Drink (the "**Marks**").

WHEREAS, the Sellers desire to transfer and assign to Purchaser the Marks described in Schedule A hereto, and Purchaser desires to accept the sale, transfer, conveyance, assignment and delivery thereof:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Sellers hereby irrevocably sell, transfer, convey, assign and deliver to Purchaser free and clear of all liens, claims and encumbrances, all Sellers' right, title and interest in, to and under the Marks, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof, as the same shall exist on the date hereof, TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever.

Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of the Marks.

The Sellers hereby authorize and request that appropriate trademark authority in each applicable country/jurisdiction to transfer the Marks to Purchaser.

Sellers represent, warrant, covenant and agree that they: (a) have good and marketable title to the Marks, free and clear of all liens; and (b) will warrant and defend the sale of the Marks against all and every person or persons whomsoever claiming against any or all of the same, subject to the terms and provisions of the Agreement.

The Sellers agree to execute all papers and to perform such other proper acts as

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<sup>1</sup> All capitalized terms not defined herein shall have the same meaning as defined in the Agreement and the Exhibits annexed to the Agreement.

Purchaser may deem necessary to secure for Purchaser or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interests in Purchaser, its successors, assigns and legal representatives. The Sellers will promptly transfer all files and papers in their possession relating to the trademark applications and registrations for the Marks after the execution of this Trademark Assignment Agreement.

This Trademark Assignment Agreement shall be effective as of the date set forth above.

The Sellers agree to communicate with Purchaser, or its successors, assigns, and legal representatives, any facts known to it respecting the Marks and, when requested, without charge to but at the expense of Purchaser, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to vest title in Purchaser and to aid Purchaser, its successors, assigns and legal representatives to obtain and enforce proper protection for the Marks in all countries/jurisdictions.

Nothing contained herein is intended to modify, amend or alter in any respect the rights and obligations of the parties under the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Trademark Assignment Agreement.

This Trademark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

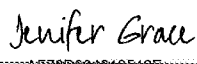
This Trademark Assignment Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties may substitute telecopied signature pages for original signatures.

This Agreement shall be construed and governed by the laws of the State of New York.

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**IN WITNESS WHEREOF**, the undersigned have caused their duly authorized officers to execute this Trademark Assignment Agreement on the day and year first above written.

**SELLERS:  
PRUVIT VENTURES, INC.**

DocuSigned by:  
By:   
Name: Jennifer Grace  
Title: Corporate Secretary


**VISALUS, INC.**

DocuSigned by:  
By:   
Name: Blake Mallen  
Title: President

**VISALUS HOLDINGS, LLC**

DocuSigned by:  
By:   
Name: Blake Mallen  
Title: President

**PURCHASER:  
ALTAIRIA CORPORATION d/b/a  
ALTAIRIA INTERNATIONAL**

By:   
Name: Dakota Rea  
Title: President and CEO

## SCHEDULE A

### Transferred Trademarks

Sellers have agreed to transfer to Altairia the following trademarks:

**NEON ENERGY DRINK, United States Reg. No. 5,066,797 and Reg. No. 4,945,577**

and any related common law and other rights to "Neon Energy Drink" for the use of such trademarks in connection with the sale of the Product.

**NEON, European Union Reg. No. 011417193**

**NEON ENERGY DRINK, Canadian Reg. No. TMA974,386**

**NEON ENERGY DRINK, European Union Reg. No. 014014311**

and any related common law and other rights to "Neon" and "Neon Energy Drink" for the use of such trademarks in connection with the sale of the Product.