

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM659747

|   |  |                       |                                       |
|---|--|-----------------------|---------------------------------------|
| <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>                    |
| MJOY LLC  |  | 06/24/2021            | Limited Liability Company:<br>ARIZONA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                       |
| <b>Name:</b>  | Société des Produits Nestlé S.A.                   |                       |                                       |
| <b>Street Address:</b>  | CASE POSTALE 353                                   |                       |                                       |
| <b>City:</b>  | Vevey  |                       |                                       |
| <b>State/Country:</b>   | SWITZERLAND  |                       |                                       |
| <b>Postal Code:</b>   | 1800   |                       |                                       |
| <b>Entity Type:</b>   | Company: SWITZERLAND                               |                       |                                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                       |
| <b>Serial Number:</b>   | 90242125   | VITAL WELLNESS        |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                       |
| <b>Fax Number:</b>  |  |                       |                                       |
| <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>   | 303.245.2092                                       |                       |                                       |
| <b>Email:</b>   | docket@hollandhart.com, ljheld@hollandhart.com     |                       |                                       |
| <b>Correspondent Name:</b>  | Catherine C. Miller, Holland & Hart LLP            |                       |                                       |
| <b>Address Line 1:</b>  | P.O. Box 8749                                      |                       |                                       |
| <b>Address Line 2:</b>  | Attn: Trademark Docketing                          |                       |                                       |
| <b>Address Line 4:</b>  | Denver, COLORADO 80201-8749                        |                       |                                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 82145.3152   |                       |                                       |
| <b>DOMESTIC REPRESENTATIVE</b>  |  |                       |                                       |
| <b>Name:</b>  | Catherine C. Miller, Holland & Hart LLP            |                       |                                       |
| <b>Address Line 1:</b>  | P.O. Box 8749                                      |                       |                                       |
| <b>Address Line 2:</b>  | Attn: Trademark Docketing                          |                       |                                       |
| <b>Address Line 4:</b>  | Denver, COLORADO 80201-8749                        |                       |                                       |
| <b>NAME OF SUBMITTER:</b>   | Catherine C. Miller                                |                       |                                       |
| <b>SIGNATURE:</b>   | /Catherine C. Miller/                              |                       |                                       |

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|---------------------|------------|
| <b>DATE SIGNED:</b> | 07/13/2021 |
|---------------------|------------|

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| <b>Total Attachments: 1</b><br>source=VITAL WELLNESS TM Assignment#page1.tif |
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of June 24, 2021 by and between MJOY LLC, a Arizona Limited Liability Company ("Assignor"), in favor of Société des Produits Nestlé S.A., a company of Switzerland ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, Assignor owns all right, title and interest in and to the VITAL WELLNESS trademark, together with all applications and registrations therefor, including, without limitation, U.S. App. No. 90242125 (the "Trademark");

WHEREAS, Assignee is a successor to that portion of the business of the Assignor to which the Trademark pertains;

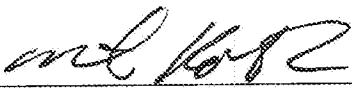
WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademark. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademark, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademark, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademark.

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first set forth above.

MJOY LLC

By: 

Printed Name: Michael Roth

Title: OWNER

Date: 6/24/2021