

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perfect Keto LLC		07/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Perfect Keto Group LLC		
Street Address:	21750 HARDY OAK BLVD., SUITE 104-2580		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78258		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5260028	PERFECT KETO	
Registration Number:	5574944	PERFECT KETO	
Registration Number:	5842906	PERFECT KETO BASE	
Serial Number:	88326379	PERFECT KETO	
Serial Number:	88565005	PERFECT YOU	
Serial Number:	90797252	NOLABAR	
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:	+1.978.463.9100		
Email:	trademarks@sandsip.com		
Correspondent Name:	Aaron Y. Silverstein		
Address Line 1:	14 Cedar Street, Suite 224		
Address Line 4:	Amesbury, MASSACHUSETTS 01913		
NAME OF SUBMITTER:	Aaron Y. Silverstein		
SIGNATURE:	/Aaron Y. Silverstein/		
DATE SIGNED:	07/31/2021		

OP \$165.00 5260028

Total Attachments: 4

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Intellectual Property Assignment

This Intellectual Property Assignment, dated as of July 29, 2021 (the "Effective Date"), is made by Perfect Keto LLC ("Seller"), in favor of Perfect Keto Group LLC ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated March 31, 2021 (as amended, the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, Seller does hereby transfer and assign to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under Seller's trademarks, service marks, and trademark and service mark applications, patents and patent applications, and copyright registration or applications, as set forth on Schedule 1 hereto, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising prior to or subsequent to the date of this Intellectual Property Assignment, and any and all renewals, extensions, and continuations thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Intellectual Property Assignment not been made. Buyer is the successor to Seller's business, or portion of the business to which the marks on Schedule 1 pertain.

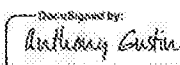
Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the intellectual property listed on Schedule 1 to Buyer, or any assignee or successor thereto.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Intellectual Property Assignment as of the date first above written.

SELLER:

PERFECT KETO LLC

By: 
Name: Anthony Gustin
Title: Manager

AGREED TO AND ACCEPTED:

BUYER:

PERFECT KETO GROUP, LLC

By: _____
Name: R. Michael Morris
Title: President and CEO

DocuSigned by:
R. Michael Morris
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SCHEDULE 1

Trademark	Jurisdiction	Reg. No. or Serial No.	Filing Date / Registration Date
PERFECT KETO	United States	U.S. Reg. No. 5260028	Filing Date: December 12, 2016 Reg. Date: August 8, 2017
PERFECT 	United States	U.S. Reg. No. 5574944	Filing Date: February 13, 2018 Reg. Date: October 2, 2018
PERFECT KETO BASE	United States	U.S. Reg. No. 5842906	Filing Date: October 24, 2018 Reg. Date: October 27, 2019
PERFECT KETO	United States	U.S. Ser. No. 88326379	Filing Date: March 5, 2019
PERFECT YOU	United States	U.S. Ser. No. 88565005	Filing Date: August 2, 2019
NOLABAR	United States	U.S. Ser. No. 90797252	Filing Date: June 27, 2021
PERFECT KETO	WIPO	IR No. 1420371	Reg. Date: July 3, 2018
PERFECT KETO	EUTM	IR No. 1420371	Reg. Date: February 1, 2019
PERFECT KETO	United Kingdom	UK No. 00801420371	Filing Date: July 3, 2018 Reg. Date: February 1, 2019
PERFECT KETO	Australia	IR No. 1420371	Abandoned
PERFECT 	Australia	Australia Reg. No. 2019373	Filing Date: June 27, 2019 Reg. Date: October 6, 2020

PERFECT KETO	Canada	Canada App. No. 1889431	Filing Date: March 21, 2018
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Patent or Application Title	U.S. Patent or Application No.	Registration or Filing Date
N/A		

Copyright or Application Title	U.S. Registration or Serial No.	Registration or Filing Date
N/A		