

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM703455

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900667550		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nutravail LLC		09/14/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nutravail Products, LLC		
<b>Street Address:</b>	14 Schoolhouse Road		
<b>City:</b>	Somerset		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08873		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87713763	WELLCUBE	
<b>Registration Number:</b>	5664110	NUTRAVAIL	
<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>	2128598000		
<b>Email:</b>	teas@friedfrank.com		
<b>Correspondent Name:</b>	Justin Charles c/o Fried Frank et al		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	33326-68		
<b>NAME OF SUBMITTER:</b>	Justin Charles		
<b>SIGNATURE:</b>	/Justin Charles/		
<b>DATE SIGNED:</b>	01/20/2022		
<b>Total Attachments: 6</b>			
source=15.4.6_Nutravail - Intellectual Property Assignment (EXECUTED)#page1.tif			
source=15.4.6_Nutravail - Intellectual Property Assignment (EXECUTED)#page2.tif			

source=15.4.6\_Nutravail - Intellectual Property Assignment (EXECUTED)#page3.tif  
source=15.4.6\_Nutravail - Intellectual Property Assignment (EXECUTED)#page4.tif  
source=15.4.6\_Nutravail - Intellectual Property Assignment (EXECUTED)#page5.tif  
source=15.4.6\_Nutravail - Intellectual Property Assignment (EXECUTED)#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into between Nutravail LLC, a Delaware limited liability company (“Assignor”), and Nutravail Products, LLC, a Delaware limited liability company (the “Assignee”) (collectively, with Assignor, the “Parties”), effective as of September 14, 2020.

### RECITALS

WHEREAS, Assignee acquired all of the rights, title, and interest of Assignor in, to and under the trademarks and the corresponding applications and registrations therefor, listed in Schedule A annexed hereto and made a part hereof, as well as the goodwill associated therewith (hereinafter the “Trademarks”) and other Intellectual Property (the “Other Intellectual Property Assets”) set forth in that certain Asset Purchase Agreement (the “Purchase Agreement”) entered into on the date hereof by and among the Parties, Nutravail Holding Corp., a Delaware corporation, and, solely for certain purposes set forth therein, Bettera Brands, LLC, a Delaware limited liability company, and Quercis Pharma AG, a company formed under the laws of Switzerland. Certain capitalized terms used in this Assignment that are not defined herein shall have the meanings ascribed to such term in the Purchase Agreement; and

WHEREAS, the Parties wish to confirm said assignment and reaffirm Assignee as the lawful owner of the Trademarks, and the Other Intellectual Property Assets, and record such assignment in all appropriate jurisdictions.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms the assignment and the parties agree as follows:

### ARTICLE I ASSIGNMENT

Section 1.1 Transfer of Assigned Trademarks. Assignor does hereby assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee does hereby acquire and accept, all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill associated with the Trademarks, throughout the universe and all rights corresponding thereto, together with all income, royalties or payments now or hereafter due or payable in relation to the Trademarks and all rights and remedies (including the right to sue for and recover damages and rights to injunctive relief and other remedies) against past, present, and future infringement, misappropriation, or other violation relating to the Trademarks, including, without limitation, any and all causes of action (whether in law or equity) and enforcement rights, whether currently pending, filed, or otherwise, relating to the Trademarks, in each case, for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Section 1.2 Other Intellectual Property Assets. Assignor does hereby assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee does hereby acquire and accept, all of Assignor’s right, title and interest in and to the Other Intellectual Property

Assets, free and clear of all obligations, liabilities, charges, claims, mortgages, liens, options, pledges, security interests or any other restrictions of any kind (other than those created under applicable securities laws) to the fullest extent permitted by law, throughout the universe and all rights corresponding thereto, together with all income, royalties or payments now or hereafter due or payable in relation to the Other Intellectual Property Assets and all rights and remedies (including the right to sue for and recover damages and rights to injunctive relief and other remedies) against past, present, and future infringement, misappropriation, or other violation relating to the Other Intellectual Property Assets, including, without limitation, any and all causes of action (whether in law or equity) and enforcement rights, whether currently pending, filed, or otherwise, relating to the Other Intellectual Property Assets, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Section 1.3 Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any further necessary documentation (including, without limitation, providing copies of all documents necessary to record assignment or otherwise complete chain of title from current owners of record to Assignor and executing and delivering all papers, instruments and assignments) and do all further acts reasonably requested by Assignee to confirm, vest and perfect title in and to the Trademarks and the Other Intellectual Property Assets in Assignee, its successors and assigns, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with all relevant trademark offices throughout the world, including the United States Patent and Trademark Office, and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and all documents necessary to record in the name of Assignee the assignment of the Other Intellectual Property Assets with all relevant offices throughout the world.

Section 1.4 Authorization. Assignor hereby authorizes and requests all appropriate officials, including the Commissioner of Patents and Trademarks and the corresponding officials of other jurisdictions, as appropriate, whose duty it is to register trademarks, and record title thereto, to record Assignee as assignee and owner of the entire right, title and interest in and to the Trademarks.

## **ARTICLE II GENERAL PROVISIONS**

Section 2.1 Amendment and Modification. This Assignment may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each Party.

Section 2.2 Waiver. No failure or delay of either Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Any agreement on the part of either Party to any such waiver shall be

valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such Party.

Section 2.3 Governing Law. The validity and construction of this Assignment shall be governed by the internal laws of the State of Delaware without regard to principles of conflicts of laws. The Parties hereto each agree and consent to the exclusive jurisdiction of the state and federal courts located in the State of Delaware (and each appellate court located in the State of Delaware).

Section 2.4 Successors. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 2.5 Severability. Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 2.6 Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. This Assignment may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

Section 2.7 Assignment of Trademark Applications filed on an Intent-To-Use Basis. The Business is the business appurtenant to the Trademarks (including without limitation all applications therefor) and the assignment of Trademarks is made in connection with the Business.

[Signature Page to follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR: NUTRAVAIL LLC

By: Richard O'Neil  
Name: Richard O'Neil  
Title: President

ASSIGNEE: NUTRAVAIL PRODUCTS, LLC

By: \_\_\_\_\_  
Name: Christopher McRorie  
Title: Vice President, General Counsel and Secretary

*[Signature Page to IP Assignment]*

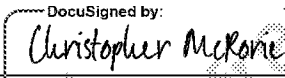
TRADEMARK  
REEL: 007531 FRAME: 0879

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR: NUTRAVAIL LLC

By: \_\_\_\_\_  
Name: Richard O'Neil  
Title: President

ASSIGNEE: NUTRAVAIL PRODUCTS, LLC

By:  \_\_\_\_\_  
Name: Christopher McRorie  
Title: Vice President, General Counsel and Secretary

Confidential@fricobank.com  
aleksandr.galinskiy@fricobank.com  
2021-10-01 11:50:50