

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
RESUBMIT DOCUMENT ID:	900674806		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARITASTIC, LLC		12/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	METAGENICS, INC.		
Street Address:	25 ENTERPRISE #200		
City:	ALISO VIEJO		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5401239	BARITASTIC	
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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	059591-2		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	04/18/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 10, 2021, is made by Baritastic, LLC, a Delaware limited liability company, ("**Assignor**") located at 46701 Commerce Center Drive, Plymouth, MI 48170, in favor of Metagenics, Inc., a Delaware corporation ("**Buyer**"), located at 25 Enterprise #200, Aliso Viejo, California 92656, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and between Buyer, on the one hand, and Baritastic, LLC, a Delaware limited liability company ("**Seller**") and Perigon Health 360, LLC, a Delaware limited liability company, ("**Parent**") on the other hand, dated as of December 10, 2021 (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, including a trademark owned by Assignor, a subsidiary of Parent, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark BARITASTIC, including US Registration No. 5,401,239, and all extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Assignor 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Buyer with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

BARITASTIC, LLC

By: 
Name: Mark Carroll
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

METAGENICS, INC.

By: _____
Name: Matthew Martinez
Title: General Manager of North America

By: _____
Name: Patrick Moon
Title: Global Vice President of Finance and Accounting

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

BARITASTIC, LLC

By: _____
Name: Mark Carroll
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

METAGENICS, INC.

DocuSigned by:
By: Matthew Martinez
Name: Matthew Martinez
Title: General Manager of North America

DS By: Patrick Moon
Name: Patrick Moon
Title: Global Vice President of Finance and Accounting

