

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIRKMAN GROUP, INC.		05/16/2022	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	HTO NEVADA INC.		
Street Address:	6400 SW Rosewood Street		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97035		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4176584	ULTRA TESTED	
Registration Number:	4176583	ULTRA TESTED	
Registration Number:	3348625	K KIRKMAN	
Registration Number:	3169915	ISOGEST	
Registration Number:	3968386		
Registration Number:	3839486	BIOFILM DEFENSE	
Registration Number:	3544412	KIRKMAN KLEEN	
Registration Number:	2739592	KIRKMAN	
Registration Number:	1000478	NU-THERA	
Registration Number:	1322947	FLURA-DROPS	
CORRESPONDENCE DATA			
Fax Number:	3129973415		
<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:	3124553863		
Email:	jlacroix@salawus.com		
Correspondent Name:	Jennifer Lacroix		
Address Line 1:	330 EAST KILBOURN AVENUE		
Address Line 2:	SUITE 1100, TOWER 1		
Address Line 4:	MILWAUKEE, WISCONSIN 53202		

CH \$265.00 4176584

NAME OF SUBMITTER:	Jennifer Lacroix
SIGNATURE:	/Jennifer Lacroix/
DATE SIGNED:	05/17/2022
Total Attachments: 8 source=Second Amended and Restated Trademark Assignment Agreement#page1.tif source=Second Amended and Restated Trademark Assignment Agreement#page2.tif source=Second Amended and Restated Trademark Assignment Agreement#page3.tif source=Second Amended and Restated Trademark Assignment Agreement#page4.tif source=Second Amended and Restated Trademark Assignment Agreement#page5.tif source=Second Amended and Restated Trademark Assignment Agreement#page6.tif source=Second Amended and Restated Trademark Assignment Agreement#page7.tif source=Second Amended and Restated Trademark Assignment Agreement#page8.tif	

EXHIBIT 2

**SECOND AMENDED AND RESTATED
TRADEMARK ASSIGNMENT AGREEMENT**

This SECOND AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of May 16, 2022 (“Effective Date”), by and between HTO Nevada Inc., a Delaware corporation, or its designated assignee (“Assignee”), and Kirkman Group, Inc., a Nevada corporation (converted from an Oregon corporation on September 1, 2015) (“Assignor”)(Assignor and Assignee, collectively, the “Parties”). Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

WITNESSETH

WHEREAS, the Parties, together with other affiliated entities, entered into that certain Asset Purchase Agreement dated as of June 28, 2019 (the “Original Asset Purchase Agreement”), and that certain Amendment No. 1 to the Asset Purchase Agreement dated November 30, 2021 (the “First Amendment”), and that certain Amendment No. 2 to Asset Purchase Agreement dated May 16, 2022 (the “Second Amendment”) (the Original Asset Purchase Agreement, the First Amendment and the Second Amendment, collectively, the “Asset Purchase Agreement”), and various associated agreements (the “Collateral Agreements”), pursuant to which Assignee has purchased from Assignors the Assets, including certain Intangible Assets including Intellectual Property;

WHEREAS, under the Original Asset Purchase Agreement, Assignee and HTO Holdings Inc. (“HTO Holdings”) were to make certain payments toward the Purchase Price;

WHEREAS, under the First Amendment, the Parties agreed to an amended payment schedule; and

WHEREAS, the Collateral Agreements included that certain Trademark Assignment Agreement dated as of July 11, 2019 (“Original Assignment Agreement”) and that certain Amended and Restated Trademark Assignment Agreement dated as of November 30, 2021 (“First Amended and Restated Trademark Assignment Agreement”); and

WHEREAS the Parties understand and acknowledge the schedules and exhibits to the Asset Purchase Agreement and the Collateral Agreements listing and relating to the Intellectual Property were incomplete and inaccurate, and the Parties desire to amend the Asset Purchase Agreement and Collateral Agreements and provide corrected schedules and exhibits listing and relating to the Intellectual Property.

NOW THEREFORE, in consideration of the covenants and obligations recited in the Asset Purchase Agreement and this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend hereby agree and state as follows.

AGREEMENT

1. Upon execution of this Agreement, Assignor hereby assigns to the Assignee: (i) all of Assignor's right, title, and interest in and to the trademarks set forth in Schedule A (the "Marks"), together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, or other violations of the Marks, including the right to prosecute, maintain and sue for, collect, and retain all damages (including attorneys' fees and expenses), profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the date of this Agreement with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives.
2. Subject to Section 4 below, Assignor shall cease any use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor.
3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of such Assignor's rights in the Marks.
4. In the event the Purchasers fail to make payment in full satisfaction of the Deferred Consideration as set forth in the Asset Purchase Agreement, as amended, Assignor shall have the right to terminate this Agreement and begin immediate use of the Marks, and Assignee agrees to take all steps necessary to transfer immediately all rights in all of the Marks to Assignor.
5. This Agreement supersedes and replaces the Original Assignment Agreement and the First Amended and Restated Trademark Assignment Agreement.
6. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The terms of the Asset Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities (subject to the limitations therein) relating to the Assets, including the Marks, are incorporated herein by this reference. Each Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities (subject to the limitations therein) 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.
7. Assignor covenants and agrees to execute and deliver, at the request of the Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Agreement. If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Marks

as provided under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Marks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

8. This Agreement and the legal relations between the Parties pursuant to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

9. Assignee and Assignor each acknowledge that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. Assignor and Assignee shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party.

10. This Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Assignee and Assignor. All counterparts must be construed together to constitute one and the same instrument.

11. The Agreement shall not be further altered, amended or modified by oral representation made before or after the execution of this Agreement, except in writing, executed by both Assignee and Assignor.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Amended and Restated Trademark Assignment Agreement has been duly executed to be effective as of the date first above written.

ASSIGNOR:

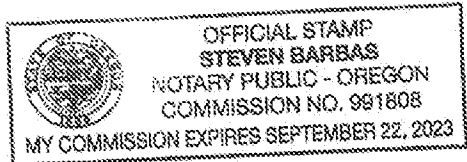
KIRKMAN GROUP, INC.

State of Oregon
County of Clackamas

By: [Signature]
Name: David K. Humphrey
Title: President

This instrument was acknowledged before me on May 16th, 2022 by David K. Humphrey.

[Signature]
Signature of notary public



ASSIGNEE:

HTO NEVADA INC.

State of _____
County of _____

By: _____
Name: Eric Gripentrog
Title: Chief Executive Officer

This instrument was acknowledged before me on May _____, 2022 by Eric Gripentrog.

Signature of notary public

IN WITNESS WHEREOF, this Amended and Restated Trademark Assignment Agreement has been duly executed to be effective as of the date first above written.

ASSIGNOR:

KIRKMAN GROUP, INC.

State of _____
County of _____

By: _____

This instrument was acknowledged before me on May ____, 2022 by David K. Humphrey.

Name: David K. Humphrey

Title: President

Signature of notary public

ASSIGNEE:

HTO NEVADA INC.

State of Oregon
County of Washington

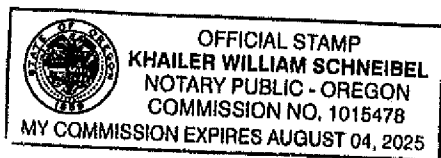
By: Eric Gripenstrog

This instrument was acknowledged before me on May 16, 2022 by Eric Gripenstrog.

Name: Eric Gripenstrog

Title: Chief Executive Officer







[Signature]
Signature of notary public










Schedule A

To Second Amended Trademark Assignment Agreement

Registered Trademarks:

Mark	Reg. or App. No. (Country)	Reg. or App. Date
ULTRA TESTED (& Design) 	4176584 (US)	July 17, 2012
ULTRA TESTED	4176583 (US)	July 17, 2012
K KIRKMAN (& Design) 	3348625 (US)	December 4, 2007
ISOGEST	3169915 (US)	November 7, 2006
(K design) 	3968386(US)	May 31, 2011
BIOFILM DEFENSE	3839486 (US)	August 24, 2010
KIRKMAN KLEEN	3544412 (US)	December 9, 2008
KIRKMAN	2739592 (US)	July 22, 2003
NU-THERA	1000478 (US)	December 31, 1974
FLURA-DROPS	1322947 (US)	March 5, 1985
K KIRKMAN (& Design) 	06017647 (Malaysia)	
K KIRKMAN (& Design) 	193965 (Israel)	
K KIRKMAN (& Design) 	T0622431B (Singapore – Designation of International Registration)	

Mark	Reg. or App. No. (Country)	Reg. or App. Date
K KIRKMAN (& Design) 	1141663 (Australia – Designation of International Registration)	
K KIRKMAN (& Design) 	897517 (International Registration)	
K KIRKMAN (& Design) 	TMA730603 (Canada)	12/10/2008
KIRKMAN KLEEN	TMA761356 (Canada)	3/11/2010
K KIRKMAN (& Design) 	IDM000170977 (Indonesia)	
K KIRKMAN (& Design) 	788184 (Switzerland Designation of International Registration)	
K KIRKMAN (& Design) 	300729333 (Hong Kong)	
K KIRKMAN (& Design) 	799587 (New Zealand)	
KIRKMAN	237278 (Ireland)	
KIRKMAN	404152 (Sweden)	
KIRKMAN	UK00002465150 (United Kingdom)	

Unregistered Marks:

Everyday™ Multivitamin

Spectrum Complete™ Multivitamin

Perry™ Prenatal

Lactobacillus Duo™

Super Nu-Thera®

Pro-Bio Defense™

Super Pro-Bio™

Colostrum Gold™

Enzyme Complete/DPP-IV™

Phenol Assist™

Yeast Aid™

Immuno-Aid™

Purity Tested™

DDP-IV Forte™

Spectrum Complete™