

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728406

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amended and Restated Intellectual Property Security 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

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.

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: 10 source=Second Amended and Restated Intellectual Property Security Agreement#page1.tif source=Second Amended and Restated Intellectual Property Security Agreement#page2.tif source=Second Amended and Restated Intellectual Property Security Agreement#page3.tif source=Second Amended and Restated Intellectual Property Security Agreement#page4.tif source=Second Amended and Restated Intellectual Property Security Agreement#page5.tif source=Second Amended and Restated Intellectual Property Security Agreement#page6.tif source=Second Amended and Restated Intellectual Property Security Agreement#page7.tif source=Second Amended and Restated Intellectual Property Security Agreement#page8.tif source=Second Amended and Restated Intellectual Property Security Agreement#page9.tif source=Second Amended and Restated Intellectual Property Security Agreement#page10.tif	

EXHIBIT 3

**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Agreement”) is entered into as of May 16, 2022 (the “Effective Date”), by and between HTO Nevada Inc., a Delaware corporation (herein referred to as “Grantor”) and Kirkman Group, Inc., a Nevada corporation (“Secured Party”). Grantor and Secured Party may be referred to collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Parties, together with 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, Purchaser 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 Intellectual Property Security Agreement dated as of July 11, 2019 (the “Original IP Security Agreement”) and that certain Amendment No. 1 to Intellectual Property Security Agreement dated as of November 30, 2021 (the “Frist Amended IP Security 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, the Collateral Agreements, and this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and state as follows.

AGREEMENT

1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in and to all of the right, title, and interest of the Grantor throughout the world in and to all of the following, other than the Excluded IP, as defined below, only to the extent that such right, title, and interest were acquired by the Grantor from the Secured Party pursuant to the Purchase Agreement (the “**IP Collateral**”):

(a) Any and all (i) copyrights, whether registered or unregistered, arising by any applicable Law of any jurisdiction throughout the world or any treaty or other international convention, (ii) registrations and applications for registration of such copyrights, including the registrations and applications set forth in the attached Schedule A; and (iii) issuances, extensions, and renewals of such registrations and applications (collectively, “**Acquired Copyrights**”);

(b) Any and all patents and patent applications, in whole or in part, including the patents and patent applications listed in the attached Schedule B, all patents that are issued from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, reexaminations and renewals, of any of the foregoing, (collectively “**Acquired Patents**”);

(c) Any and all trade secrets (collectively, “**Acquired Trade Secrets**”);

(d) Any and all databases or data compilations that comprise of or are comprised by the Intellectual Property, including all sui generis rights in such databases or data compilations in addition to any Acquired Copyrights or Acquired Trade Secrets relating thereto;

(e) Any and all trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin (“**Trademarks**”), including those listed on Schedule C, together with the goodwill associated with and symbolized by the Trademarks and all registrations, applications to register (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) and renewals thereof (collectively, “**Acquired Marks**”);

(f) Any and all domain names and social media accounts, including those listed on Schedule D;

(g) Any and all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Intellectual Property, including those licenses listed on Schedule E (“**Acquired Licenses**”);

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

(i) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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, breach, or default;

(j) Any and all other rights, assets, privileges, and protections of any kind whatsoever accruing under any of the foregoing provided by any Law (including any treaty or other international convention) throughout the world; and

(k) all goodwill associated with any of the foregoing.

For the purposes of this Agreement, “**Excluded IP**” means (i) the intellectual property owned, licenses or held by the Purchaser prior to the Effective Date, (ii) the intellectual property acquired, purchased or developed by the Purchaser after the Effective Date that does not incorporate the IP Collateral, and (iii) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the foregoing.

2. **Recordation.** The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government official in the United States or any other country or jurisdiction to record and/or register this IP Security Agreement.

3. **Rights of Secured Party.** The rights and remedies of the Secured Party with respect to the IP Collateral are and shall be those of a secured party under the Uniform Commercial Code in effect in the State of Delaware, as in effect from time to time, and may be exercised by the Secured Party upon the Grantor’s default in making any monetary payment required by the Purchase Agreement, as and when so required, and the Grantor’s failure to remedy such default within 10 calendar days after receiving written notice of such default from the Secured Party.

4. **Purchase Agreement.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Asset Purchase Agreement, which is incorporated by reference. The provisions of the Asset Purchase Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Agent with respect to the IP Collateral are as provided by the Asset Purchase Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Controlling Security Interest.** This Agreement supersedes and replaces the Original IP Security Agreement and the Frist Amended IP Security Agreement.

6. **Advice of Counsel.** Each of the Parties to this Amendment acknowledges 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 Amendment. The Parties shall be deemed to have cooperated in the drafting and preparation of this Amendment. Hence, any construction to be made of this Amendment shall not be construed against any Party.

7. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

8. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law.

(a) This Agreement and the legal relations between the Parties shall be governed by the laws of the state of Delaware as to all matters, including, but not limited to, matters of validity, construction, effect, and performance, without regard to conflicts of law doctrines.

(b) The Parties irrevocably agree that all actions arising directly or indirectly as a result or in consequence of this Agreement, shall be instituted and litigated in the federal courts of the United States of America or the courts of the state of Delaware in each case located in the city of Wilmington and county of New Castle, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each of the Parties hereby waives personal service of any and all process, and consents that all such service of process may be made by certified mail, return receipt requested, directed to the Party at the address set forth in Section 11.05 of the Asset Purchase Agreement in a manner provided by applicable statute, law, rule of court or otherwise.

[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.

GRANTOR:

HTO NEVADA INC.

State of _____

County of _____

By: _____

Name: Eric Gripentrog

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

Title: Chief Executive Officer

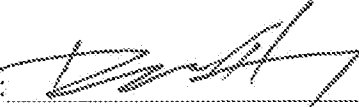
Signature of notary public

SECURED PARTY:

KIRKMAN GROUP, INC.

State of Oregon

County of Clackamas

By:  _____

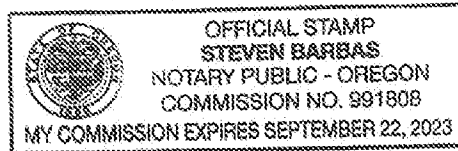
Name: David K. Humphrey

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

Title: President



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.

GRANTOR:

HTO NEVADA INC.

By: Eric Gripentrog

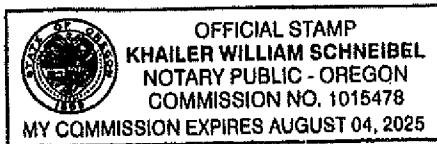
Name: Eric Gripentrog

Title: Chief Executive Officer

State of Oregon
County of Washington

This instrument was acknowledged before me on May 11th, 2022 by Eric Gripentrog.

[Signature]
Signature of notary public



SECURED PARTY:

KIRKMAN GROUP, INC.

By: _____

Name: David K. Humphrey

Title: President

State of _____
County of _____

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

Signature of notary public

Schedules to Second Amended Intellectual Property Security Agreement

Schedule A: Copyright Registrations




None











Schedule B: Patents and Patent Applications

None

Schedule C: Trademarks

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

Mark	Reg. or App. No. (Country)	Reg. or App. Date
K KIRKMAN (& Design) 	06017647 (Malaysia)	
K KIRKMAN (& Design) 	193965 (Israel)	
K KIRKMAN (& Design) 	T0622431B (Singapore – Designation of International Registration)	
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)	

Mark	Reg. or App. No. (Country)	Reg. or App. Date
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™

Schedule D: Domain Names and Social Media Accounts

Domain Name	Exp Date
KIRKMAN.CO	7/25/2022
KIRKMANGROUP.COM	4/7/2026
KIRKMANGROUP.NET	4/7/2022
KIRKMANIMAGING.COM	4/7/2022
KIRKMANLABS.COM	4/7/2022
ROSELABORATORIES.COM	1/3/2024
KIRKMANDOCS.COM	1/14/2023
KIRKMANFLUORIDE.COM	1/14/2023
KIRKMANGROUP.ASIA	4/7/2023
KIRKMANGROUP.BIZ	5/9/2022
KIRKMANGROUP.IN	4/7/2022
KIRKMANGROUP.ORG	5/10/2022
KIRKMANGROUP.US	5/9/2027
KIRKMANHR.COM	1/14/2023
KIRKMANLABS.ASIA	4/7/2023
KIRKMANLABS.IN	4/7/2022
KIRKMANLABS.INFO	4/8/2023
PURITYSUPPLEMENTS.COM	9/16/2022
ROSELABS.NET	1/5/2023
ULTRATESTED.COM	1/14/2023
ULTRATESTED.NET	1/14/2023

Schedule E: Acquired Licenses

None