

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vitamin Discount Center, Inc.		02/16/2021	Corporation:
Vitamin Discount Center, LLC		02/16/2021	Limited Liability Company:
Body Vigor, LLC		02/16/2021	Limited Liability Company:
Archetype Outlet, LLC		02/16/2021	Limited Liability Company:
Form Essentials, LLC		02/16/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	VitaDepot.com, LLC
Street Address:	546 Hillsboro Technology Drive
City:	Deerfield Beach
State/Country:	FLORIDA
Postal Code:	33441
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	88856387	ADCIPHER
Serial Number:	88856305	ASCENDIT
Registration Number:	3109138	FOR LIFE. FOR LESS.
Registration Number:	4936172	FOR LIFE. FOR LESS.
Serial Number:	88737831	
Serial Number:	88728963	VDCUSA
Serial Number:	88729802	VDCUSA D2C
Serial Number:	88861000	VERTISYS
Registration Number:	5352437	VITAMIN DISCOUNT CENTER
Registration Number:	2790613	VITAMIN DISCOUNT CENTER
Registration Number:	2478881	VITAMIN DISCOUNT CENTER
Registration Number:	4308280	FORM ESSENTIALS
Registration Number:	4781903	SOLUS
Registration Number:	5255072	BODY VIGOR
Registration Number:	4785963	ZINNIA

CH \$390.00 88856387

CORRESPONDENCE DATA**Fax Number:** 9735972400*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:** 973-597-2500**Email:** lstrademark@lowenstein.com**Correspondent Name:** Matthew Hintz, Esq.**Address Line 1:** c/o Lowenstein Sandler, LLP**Address Line 2:** One Lowenstein Drive**Address Line 4:** Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	38957.4
NAME OF SUBMITTER:	Matthew Hintz, Esq.
SIGNATURE:	/Matthew P. Hintz/
DATE SIGNED:	11/02/2022

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of February 16, 2021 (the "Effective Date") by Vitamin Discount Center, Inc., a Florida corporation, Vitamin Discount Center, LLC, a Florida limited liability company, Body Vigor, LLC, a Florida limited liability company, Archetype Outlet, LLC, a Florida limited liability company, and Form Essentials, LLC, a Delaware limited liability company (collectively, the "Assignors") for the benefit of VitaDepot.com, LLC, a Florida limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Agreement (as defined below).

WHEREAS, the Assignors, the Seller Stockholders (as defined therein) and the Assignee have entered into that certain Asset Purchase Agreement dated as of February 16, 2021 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignors have agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignors' right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are included in the Purchased Assets, including those trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks") (and, with respect to any intent-to-use trademark application included in the Marks, the business to which such trademark application pertains, which business is ongoing and existing).

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignors hereby irrevocably assigns to the Assignee: (i) all of the Assignors' right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon the reasonable request of Assignee, each Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may reasonably be required to record and perfect the rights granted herein, consistent with and subject to the terms of the Agreement.

2. The Assignors authorize and request 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 the Assignors' rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

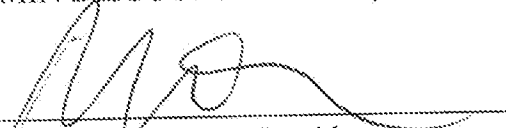
6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]


IN WITNESS WHEREOF, the Assignors have duly executed this Assignment as of the date first written above.

ASSIGNORS:


VITAMIN DISCOUNT CENTER, INC.

By: 
Michael D. Gore, President

VITAMIN DISCOUNT CENTER, LLC

By: 
Michael D. Gore, Manager

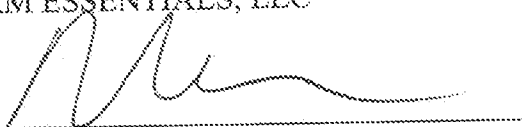
BODY VIGOR, LLC

By: 
Michael D. Gore, Manager

ARCHETYPE OUTLET, LLC

By: _____
David J. Shukovsky, Manager

FORM ESSENTIALS, LLC

By: 
Michael Gore, Manager

Assignors' Address:

c/o Vitamin Discount Center, Inc.
5519 Southern Comfort Boulevard
Tampa, Florida 33634
Attention: Michael D. Gore, President
E-mail: mgore1@verizon.net

[Signature page to Trademark Assignment Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the Assignors have duly executed this Assignment as of the date first written above.

ASSIGNORS:

VITAMIN DISCOUNT CENTER, INC.

By: _____
Michael D. Gore, President


VITAMIN DISCOUNT CENTER, LLC

By: _____
Michael D. Gore, Manager

BODY VIGOR, LLC

By: _____
Michael D. Gore, Manager

ARCHETYPE OUTLET, LLC

By:  _____
David J. Shukovsky, Manager

FORM ESSENTIALS, LLC

By: _____
Michael Gore, Manager

Assignors' Address:

c/o Vitamin Discount Center, Inc.
5519 Southern Comfort Boulevard
Tampa, Florida 33634
Attention: Michael D. Gore, President
E-mail: migore1@csntr.com

[Signature page to Trademark Assignment Agreement]

AGREED AND ACCEPTED:

VITADEPOT.COM, LLC

By: 
Name: Taylor Hamilton
Title: Chief Executive Officer

Address:
VitaDepot.com, LLC
546 Hillsboro Technology Drive
Deerfield Beach, FL 33441
Attention: Chief Executive Officer
Email: taylor@recommercebrands.com

[Signature page to Trademark Assignment Agreement]

TRADEMARK
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SCHEDULE A**Marks**

Assignor	Mark	Status	Registration No. / Application Serial No.	Filing Date	Registration Date
Vitamin Discount Center, LLC	ADCIPHER	APPLICATION	88856387	4/1/2020	
Vitamin Discount Center, LLC	ASCENDIT	APPLICATION	88856305	8/4/2020	
Vitamin Discount Center, LLC	FOR LIFE. FOR LESS.	REGISTERED	3109138	5/4/2020	6/27/2006
Vitamin Discount Center, LLC	FOR LIFE. FOR LESS.	REGISTERED	4936172	8/24/2015	4/12/2016
Vitamin Discount Center, LLC	VDCUSA (logo)	APPLICATION	88737831	12/23/2019	
Vitamin Discount Center, LLC	VDCUSA (word and logo)	APPLICATION	88728963	12/16/2019	
Vitamin Discount Center, LLC	VDCUSA D2C	APPLICATION	88729802	12/17/2019	
Vitamin Discount Center, LLC	VERTISYS	APPLICATION	88861000	4/6/2020	
Vitamin Discount Center, Inc.	VITAMIN DISCOUNT CENTER	REGISTERED	5352437	7/7/2017	12/5/2017
Vitamin Discount Center, Inc.	VITAMIN DISCOUNT CENTER	REGISTERED	2790613	8/8/2002	12/9/2003
Vitamin Discount Center, Inc.	VITAMIN DISCOUNT CENTER	REGISTERED	2478881	8/12/1999	8/21/2001
Archetype Outlet, LLC	FORM ESSENTIALS	REGISTERED	4308280	7/7/2012	3/26/2013
Archetype Outlet, LLC	SOLUS	REGISTERED	4781903	12/8/2014	7/28/2015

Body Vigor, LLC	BODY VIGOR	REGISTERED	5255072	12/6/2016	8/1/2017
Form Essentials, LLC	ZINNIA	REGISTERED	4785963	2/16/2015	8/4/2018

TRADEMARK

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RECORDED: 11/02/2022