

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM785174

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900732967		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jeunesse Global Holdings, LLC		10/17/2022	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United RX Company LLC		
<b>Street Address:</b>	34851 Emerald Coast Parkway, Suite 150		
<b>City:</b>	Destin		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32541		
<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>	90142973	RESERVE	
<b>Registration Number:</b>	6674764	RESERVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048156555		
<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>	404-815-6500		
<b>Email:</b>	byates@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Barbara Yates, Paralegal		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 2:</b>	c/o Kilpatrick Townsend & Stockton LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-4528		
<b>ATTORNEY DOCKET NUMBER:</b>	1234422		
<b>NAME OF SUBMITTER:</b>	Barbara Yates		
<b>SIGNATURE:</b>	/Barbara Yates/		
<b>DATE SIGNED:</b>	02/07/2023		
<b>Total Attachments: 18</b>			
source=Notice of Non-Recordation - Document ID No. 900732967#page1.tif			

source=Cover Sheet for ETAS ID No. TM768753#page1.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page1.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page2.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page3.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page4.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page5.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page6.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page7.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page8.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page9.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page10.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page11.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page12.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page13.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page14.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page15.tif

source=Executed Intellectual Property Purchase and Assignment Agreement from Jeunesse to United RX Company LLC#page16.tif

## INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT

This Intellectual Property Purchase and Assignment Agreement (the “**Agreement**”) is made and entered into and shall be effective as of the 16<sup>th</sup> day of April 2021 (the “**Agreement Date**”) by and between Jeunesse, LLC; Jeunesse Global Holdings, LLC; Jeunesse Global, LLC; Jeunesse Philippines, LLC; Jeunesse Canadian Holdings, LLC, all Florida limited liability companies with an address of 701 International Parkway, Lake Mary, Florida 32746 (collectively referred to herein as “**Jeunesse**”) and UNITED RX COMPANY LLC, a Delaware limited liability company with an address of 34851 Emerald Coast Parkway, Suite 150, Destin, Florida 32541 (“**UNITED**”). UNITED and Jeunesse may be individually referred to as a “**Party**” or collectively referred to as the “**Parties**”).

### RECITALS

WHEREAS, Jeunesse owns all right, title and interest in and to the trademark RESERVE, (the “**Trademarks**”) as well as the applications and registrations for the RESERVE Trademark, including without limitation those identified in Exhibit A (the “**Applications and Registrations**”);

WHEREAS, Jeunesse has utilized the Trademarks in connection with a line of nutritional and dietary supplements (the “**Products**”);

WHEREAS, Jeunesse owns, has designed and has contributed to the packaging used in connection with the sale of the Products, including the designs, trade dress, and look and feel thereof (the “**Packaging Designs**”);

WHEREAS, Jeunesse owns and has created or contributed to the proprietary recipes used in connection with the formulation of the Products, whether or not patentable and whether or not reduced to practice, and any and all patents, certificates of invention, and any other indicia of

invention ownership issued or granted by any governmental authority, including all provisional applications, priority and other applications, divisionals, continuations (in whole or in part), extensions, reissues, reexaminations or equivalents or counterparts of any of the foregoing relating to the recipes or formulation of the Products (collectively, the "Recipes," and collectively with the Trademarks, the Applications and Registrations and the Packaging Designs, the "Assigned IP");

WHEREAS, Jeunesse and UNITED desire that UNITED be the sole and exclusive owner of all rights including all intellectual property rights, including but not limited to all patent, trademark and copyright rights, in and to all of the Assigned IP; and

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of sufficiently of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of Intellectual Property Rights in the Trademarks. Jeunesse hereby irrevocably and unconditionally assigns, transfers and conveys to UNITED all worldwide right, title and interest Jeunesse has or may have in and to the Trademarks and the Applications and Registrations, together with the good will of the business which is symbolized by the Trademarks and the Applications and Registrations and with the right to recover for damages and profits and all other remedies for past infringements thereof as of the Agreement Date. Nothing herein shall be construed as granting to UNITED any right, title or interest in trademarks or trade dress associated with Jeunesse products other than the Reserve products referenced herein. By way of example, but not limitation, the trademark "Jeunesse" and the corresponding logos shall remain the exclusive property of Jeunesse as well as the trademarks and trade dress associated with all other Jeunesse products and marketing materials; provided, however, that UNITED shall

have a permanent, royalty-free license to use the trademark "Jeunesse" and the corresponding logos in connection with the sale and advertising of the RESERVE products, including on their Packaging Designs. Licensor shall have no right to use other marks owned by Jeunesse without prior approval of Jeunesse in each instance. In no event shall Licensor ever use the "Jeunesse" trademark in a manner that is inconsistent with the then current Jeunesse trademark guidelines as established by Jeunesse in its sole discretion.

2. Assignment of Intellectual Property Rights in the Packaging Designs. Except as otherwise set forth herein, Jeunesse hereby irrevocably and unconditionally assigns, transfers and conveys exclusively unto UNITED all right, title and interest Jeunesse has or may have in and to the Packaging Designs and all copies and versions thereof, in all media now known or hereinafter created. Jeunesse also hereby irrevocably assigns, and agrees further irrevocably to assign, all causes of action, including accrued, existing, and future causes of action, arising out of or related to the rights assigned to UNITED, including without limitation, copyrights and trade dress in and to the Packaging Designs. Nothing herein shall be construed as granting to UNITED any right, title or interest in the packaging designs or trade dress associated with Jeunesse products other than those used in connection with the Reserve products referenced herein. By way of example, but not limitation, the packaging design and trade dress associated with all other Jeunesse products and marketing materials shall remain the exclusive property of Jeunesse.

3. Assignment of Intellectual Property Rights in the Recipes. Jeunesse hereby irrevocably and unconditionally assigns, grants and delivers exclusively unto UNITED, all right, title and interest Jeunesse has or may have in and to the Recipes. Jeunesse also hereby irrevocably assigns, and agrees further irrevocably to assign, all causes of action, including

accrued, existing, and future causes of action, arising out of or related to the rights assigned to UNITED in and to the Recipes.

4. No Implied License. No rights or licenses (express or implied) are granted by UNITED to Jeunesse or any of its affiliates, sublicensees, contractors, vendors, distributors, agents, representatives and suppliers (collectively the "Jeunesse Companies") or any third party by this Agreement, by estoppel, by implication or otherwise, and all such rights are reserved to and for UNITED.

5. Payment by UNITED. As full consideration for the purchase and assignment of the intellectual property rights as set forth herein, Jeunesse acknowledges that UNITED has paid to Jeunesse seven million nine hundred fifty thousand dollars (\$7,950,000).

6. Representation and Warranty. Jeunesse represents and warrants to UNITED that:

(a) it has the right, power and authority to execute, deliver and perform this Agreement;

(b) it is the sole owner of, and has good and valid title to, each item of Assigned IP, free and clear of any and all liens or obligations to others (including any security interest, security arrangement, encumbrance, infringement, pledge, restriction, claim, lien, lease or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, including, without limitation, any agreement to give or grant any of the foregoing, any conditional sale and the filing of or agreement to give any financing statement with respect to any of the Assigned IP under the Uniform Commercial Code of any jurisdiction), and has the unrestricted right to transfer the Assigned IP to UNITED;

(c) Jeunesse has not made a previous transfer, whether through assignment, license or other method of transfer, of any of rights in or to any of the Assigned IP to any third

party, exclusive of the limited licenses granted to those companies engaged in manufacturing or packaging the Products as of the Agreement Date (United Laboratories, LLC and Innovative Flexpak, LLC), or to the independent contractor distributors;

(d) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (i) conflict with, result in any violation of or default or breach under, or give rise to a right of termination, cancellation, or acceleration of any obligation, under any provision of any (A) contract or agreement to which Jeunesse is a party or by which Jeunesse or any of the Assigned IP may be bound, or (B) federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order, judgment, award, decision, injunction, ruling or process, or (ii) result in the loss or impairment of UNITED's right to own or use any of the Assigned IP;

(e) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not require the consent, approval, authorization or waiver of any person, entity, or governmental authority;

(f) other than the matters listed in Exhibit B, Jeunesse has (a) not received any formal action or demand from any person or entity alleging that Jeunesse has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any intellectual property rights of any third party in connection with the Assigned IP; and (b) not received any formal charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation or violation in connection with the Assigned IP (including, without limitation, any claim that Jeunesse must license or refrain from using any related intellectual property rights of any third party);

(g) Jeunesse has disclosed to UNITED all material information as to the matters listed in Exhibit B;

(h) other than the matters disclosed in Exhibit C, Jeunesse has not taken formal action or made any formal demand against any person or entity (including, without limitation, any third party or any present or former employee or consultant) alleging or accusing such person or entity of interfering with, infringing upon, misappropriating or otherwise alleging any conflict with any intellectual property rights of Jeunesse in connection with the Assigned IP;

(i) Jeunesse has disclosed to UNITED all material information as to the matters listed in Exhibit C; and

(j) with respect to each item of Assigned IP that is the subject of a patent, application, registration, or similar filing with any governmental authority, Jeunesse has either (i) delivered to UNITED correct and complete copies of all patents, registrations, and applications and all other material written documents in Jeunesse's possession evidencing ownership of the Assigned IP or (ii) to the extent such patents, registrations, and applications and all other material written documents are publicly available on the internet from the applicable governmental authority, provided UNITED with the information and reference numbers necessary to access such patents, registrations, and applications and all material written documents.

7. Default.

(a) For purposes of this paragraph 7, "Event of Default" means the occurrence of one or more of the following: (i) the breach by Jeunesse of any obligation, representation, warranty or covenant under this Agreement; or (ii) the failure of Jeunesse to execute, assign, and



transfer the Trademarks with the appropriate governmental entities throughout the world (e.g.: United States Patent and Trademark Office for Trademarks in the United States of America).

(b) If an Event of Default occurs, in addition to and without limiting any other remedies available to UNITED under any contract (including this Agreement, the License and Use Agreement, and the Personal Guarantee), at law, or in equity:

- (i) UNITED will retain full ownership of the Trademarks;
- (iii) Jeunesse will immediately cease, and will cause each of the Jeunesse Companies to immediately cease, all use of the Assigned IP;
- (iv) without limiting the generality of the foregoing, Jeunesse will (A) instruct United Laboratories Manufacturing, LLC and Innovative Flexpak LLC to cease performing for the direct or indirect benefit of any of the Jeunesse Companies any and all work that relates to the Products utilizes the Trademarks, Packaging Designs, or Recipes and (B) authorize and release United Laboratories Manufacturing, LLC and Innovative Flexpak LLC to utilize for the benefit of UNITED or UNITED's designee any and all works in process, finished goods, and other related materials in connection with the work described in clause (A) hereof; and
- (v) for a period of two years from the occurrence of the Event of Default, none of the Jeunesse Companies will directly or indirectly (A) develop, design, market, promote, make, have made, sell or offer for sale any product that competes with or is confusingly similar to any of the Products, (B) develop, design, market, promote, make, have made, sell or offer for sale any product using any trademark that is confusingly similar

to the any Trademark or packaging designs that are substantially similar to or confusingly similar to the Packaging Designs, or (C) solicit or enter into any arrangement with any third party (including United Laboratories Manufacturing, LLC and Innovative Flexpak LLC) to develop, design, market, promote, make, have made, sell or offer for sale any product that competes with or is confusingly similar to any of the Products.

For clarity, none of (a) the occurrence of any Event of Default, (b) the performance or non-performance by any party of their obligations under this Section, or (c) the exercise or waiver of any remedy arising from an Event of Default, will result in (i) any assignment, reversion, transfer, or conveyance of the Assigned IP or any part thereof back from UNITED to Jeunesse or any third party (it being the express intent of the parties that the assignment of the Assigned IP to UNITED contemplated in this Agreement be irrevocable), or (ii) the grant of any right or license (express or implied) in or to the Assigned IP to Jeunesse or any third party.

8. Indemnification. Jeunesse shall defend, indemnify and hold harmless UNITED and its successors and assigns from and against any and all claims, charges, losses, causes of action, judgments, or liabilities (including, without limitation, fees and expenses of attorneys and professional advisors) that may arise as a result of or in connection with (i) a breach or alleged breach by Jeunesse of its representations, warranties, or obligations under this Agreement or (ii) any act or omission of any of the Jeunesse Companies or any of their officers, directors, owners, employees, agents, contractors, suppliers, vendors, or other third parties acting on behalf of or for the benefit of any of the foregoing (the "Jeunesse Parties") that relate to the Products, the Trademarks, the Applications and Registrations, the Recipes or the Packaging Designs, including without limitation any statements regarding the safety, effects or efficacy of the Products.

9. Further Documents. Jeunesse agrees to execute and deliver to UNITED, his successors and assigns, such other and further assignments, instruments and documents as UNITED reasonably may request from time to time for the purpose of establishing, registering, evidencing, influencing, or defending UNITED's ownership of all rights, titles and interests of every kind and nature whatsoever in and to the Trademarks, the Applications and Registrations, the Recipes and the Packaging Designs as of the Agreement Date. Jeunesse hereby constitutes and appoints UNITED as its agent and attorney-in-fact, with full power of substitution, to execute and deliver such documents or instruments as Jeunesse may fail or refuse to execute and deliver, this power and agency being couple with and interest and being irrevocable.

10. Entire Agreement. This Agreement contains the entire understanding and complete agreement of the parties with respect to the subject matter described in this Agreement, and all other understandings and agreements had or made between the parties or merged into the Agreement. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by the parties.

11. Headings. The Headings contained in this Agreement are for reference only and shall not affect the meaning any of the provisions of this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.


13. Severability/Governing Law. Should there be any conflict between any provision of this Agreement and any present or future law (statutory or common law), contrary to which the parties have no legal or enforceable right to contract, the latter shall prevail, but in such event the provision of this Agreement effective shall be curtailed and limited only to the extent

necessary to bring it into within legal and enforceable requirements and the other provisions of this Agreement shall not be effective but shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Florida without regard to the conflict of laws provisions thereof.

14. Waiver. UNITED's rights under this Agreement (a) may be exercised as often as necessary; (b) unless otherwise expressly provided in this Agreement, are cumulative and not exclusive of rights and remedies provided by law; and (c) may be waived only in writing. A waiver (whether express or implied) by UNITED of any of the provisions of this Agreement or of any breach of or default by Jeunesse in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent UNITED from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent breach of or default by any other party under any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date further above written.

**UNITED RX COMPANY LLC**

By:   
Name: Ryan Jovanillo  
Title: Manager  
Date: 10/17/2022

**Jeunesse Global, LLC**

By: Wendy Lewis  
Name: Wendy Lewis  
Title: COO  
Date: 10/17/22

Jeunesse Global Holdings, LLC

By: Wendy Lewis  
Name: Wendy Lewis  
Title: COO  
Date: 10/17/22

Jeunesse, LLC

By: Wendy Lewis  
Name: Wendy Lewis  
Title: COO  
Date: 10/17/22

Jeunesse Canadian Holdings, LLC

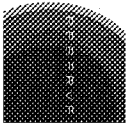

By: Wendy Lewis  
Name: Wendy Lewis  
Title: COO  
Date: 10/17/22

Jeunesse Philippines, LLC

By: Wendy Lewis  
Name: Wendy Lewis  
Title: COO  
Date: 10/17/22


M1ND and Reserve Trademarks

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Classes
RESERVE	Azerbaijan	Pending	2021 00091	18 Jan 2021			5
RESERVE	Egypt	Pending	432614	14 Jan 2021			5
RESERVE	United States of America	Pending	90142973	27 Aug 2020			5
RESERVE	Argentina	Registered	3584193	02 Mar 2017	3008649	04 Sep 2019	5
RESERVE	Australia	Registered	1723216	22 Sep 2015	1723216	26 Apr 2016	5
RESERVE	Brazil	Registered	909972095	10 Sep 2015	909972095	19 Dec 2017	5
RESERVE	Cambodia	Registered	65396	14 Sep 2015	KH/66758/18	23 Feb 2018	5
RESERVE	Canada	Pending	2068277	03 Dec 2020			5, 29, 30, 32
<b>RESERVE</b>	Canada	Registered	1242112	29 Dec 2004	TMA682075	21 Feb 2007	3, 5, 8, 10, 11, 16, 18, 20, 21, 29, 30,
RESERVE	Chile	Registered	1319639	04 Apr 2019	1305638	09 Sep 2019	5
RESERVE	China	Registered	20210125	06 Jun 2016	20210125	21 Mar 2018	32
<i>Reserve</i>	China	Registered	20209885	06 Jun 2016	20209885	21 Mar 2018	32
RESERVE	China	Registered	23704517	21 Apr 2017	23704517	21 Jul 2018	29
RESERVE	Costa Rica	Pending	2020-8887	27 Oct 2020			5
RESERVE	Dominican Republic	Registered	2013-26060	17 Sep 2013	208223	17 Dec 2013	5

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Classes
RESERVE	Ecuador	Pending	SENADI-2020-68789	27 Oct 2020			32
	Germany	Registered	302017010514	13 Apr 2017	302017010514	24 Jul 2017	5
RESERVE	Guatemala	Pending	2017-002296	07 Mar 2017			5
RESERVE	Hong Kong	Registered	303922227	05 Oct 2016	303922227	05 Oct 2016	5
RESERVE	India	Pending	3399589	28 Oct 2016			5
RESERVE	Indonesia	Pending	D00.2015.043798	07 Oct 2015			5
	Indonesia	Registered	D002015031736	29 Jul 2015	IDM000587540	19 Jun 2017	5
RESERVE	Israel	Registered	277853	01 Sep 2015	277853	02 Oct 2017	5
RESERVE	Japan	Registered	2013-075573	27 Sep 2013	5651043	21 Feb 2014	5
RESERVE	Kenya	Registered	89533	14 Oct 2015	89533	14 Oct 2015	5
RESERVE	Korea (South)	Registered	40-2015-0065345	02 Sep 2015	40-1172301	12 Apr 2016	5
RESERVE	Macau	Registered	N/122808	27 Apr 2017	N/122808	12 Oct 2017	5
RESERVE	Malaysia	Registered	2015065848	22 Sep 2015	2015065848	03 Aug 2017	5
RESERVE	Mexico	Registered	1658769	18 Sep 2015	1597728	09 Dec 2015	5
RESERVE	New Zealand	Registered	1026825	01 Sep 2015	1026825	01 Sep 2015	5



Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Classes
RESERVE	Nigeria	Pending	F/T/2015/003243	26 Oct 2015			5
<i>Reserve</i>	Panama	Registered	219827	11 Jan 2013	219827	11 Jan 2013	5
<i>Reserve</i>	Peru	Registered	632041	02 Sep 2015	231683	16 Nov 2015	5
RESERVE	Philippines	Registered	4-2015-00505553	24 Sep 2015	4-2015-00505553	24 Mar 2016	5
RESERVE	Russian Federation	Registered	2015727603	01 Sep 2015	594508	14 Nov 2016	5
RESERVE	Singapore	Registered	40201516622Q	22 Sep 2015	40201516622Q	22 Sep 2015	5
RESERVE	South Africa	Registered	2015/27721	30 Sep 2015	2015/27721	01 Oct 2015	5
RESERVE	Switzerland	Pending	08902/2020	26 Jun 2020			5
<i>Reserve</i>	Taiwan	Registered	101061061	26 Oct 2012	01663434	01 Sep 2014	32
<i>Reserve</i>	Taiwan	Registered	104052730	04 Sep 2015	1766713	01 May 2016	5
RESERVE	Thailand	Registered	170104896	14 Feb 2017	181127761	14 Feb 2017	5
RESERVE	Turkey	Registered	2017-53682	12 Jun 2017	2017 53682	26 Feb 2018	32, 44
RESERVE	Ukraine	Pending	m201910702	07 May 2019			5
	United States of America	Pending	88348844	20 Mar 2019			5
RESERVE	Uzbekistan	Pending	MGU 20203029	14 Oct 2020			5

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Classes
	Tunisia	Pending	TN/E/2017/0097	02 Feb 2017			5
RESERVE	Canada	Registered	1748851	17 Sep 2015	TMA991822	05 Mar 2018	5