

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM798453

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Raleigh Enterprises LLC		01/13/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VITAL HOLDINGS, LLC		
<b>Street Address:</b>	5384 Poplar Avenue, Suite 500		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38119		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5117903	FILE KEEPERS	
<b>Registration Number:</b>	5250107	FILE KEEPERS	
<b>Registration Number:</b>	5454459	FILE KEEPERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027835851		
<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>	2023833427		
<b>Email:</b>	bscrimenti@wbklaw.com, KPappano@wbklaw.com, trademark@wbklaw.com		
<b>Correspondent Name:</b>	Belinda J. Scrimenti		
<b>Address Line 1:</b>	1800 M Street NW, Suite 800N		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	02652-00-00023		
<b>NAME OF SUBMITTER:</b>	Belinda J. Scrimenti		
<b>SIGNATURE:</b>	/Belinda J. Scrimenti/		
<b>DATE SIGNED:</b>	03/29/2023		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made by Raleigh Enterprises LLC, a California limited liability company with an address of 5300 Melrose Avenue, West Office Bldg., Hollywood, California 90038 ("Assignor"), in favor of Vital Holdings, LLC, a Tennessee limited liability company with an address of 5384 Poplar Ave., Suite 500, Memphis, Tennessee 38119 ("Assignee"), to be effective as of January 13, 2023.

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee certain intellectual property;

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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 Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall execute and deliver such other documents as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be one and the same instrument. Delivery of an executed counterpart hereof by facsimile or other electronic transmission (including email or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) shall be effective as delivery of an original counterpart hereof.

4. Successors and Assigns. This Assignment shall be binding upon, and shall be enforceable by and inure to the benefit of, the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

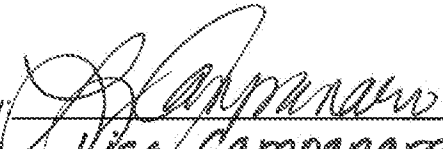
[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement to be effective as of the date first above written.

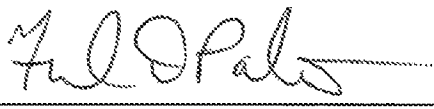
ASSIGNOR:

RALEIGH ENTERPRISES LLC,  
a California limited liability company

By:   
Name: Lisa Campanaro  
Title: COO



ASSIGNEE:

VITAL HOLDINGS, LLC,  
a Tennessee limited liability company  
By: VRC COMPANIES, LLC, its sole member

By:   
Name: Frederick D. Palo  
Title: Chief Executive Officer

SCHEDULE 1

Assigned Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
FILE KEEPERS	United States	5,117,903	January 10, 2017
	United States	5,250,107	July 25, 2017
	United States	5,454,459	April 24, 2018

35112712.1

Schedule 1 to Trademark Assignment Agreement

RECORDED: 03/29/2023

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