

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM818930

<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>
Craig Holdings, Inc.		06/14/2023	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JCR Holdings II, LLC		
<b>Street Address:</b>	251 Little Falls Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76194252	JENNY CRAIG	
<b>Serial Number:</b>	85825677	JENNY CRAIG	
<b>Serial Number:</b>	97134989	JENNY CRAIG RECHARGE	
<b>Serial Number:</b>	90235506	JENNY CRAIG RECHARGE BAR	
<b>Serial Number:</b>	97134998	JENNY CRAIG RECHARGE FRESH	
<b>Serial Number:</b>	87193781	JENNY CRAIG TYPE 2	
<b>Serial Number:</b>	97666782	JENNY FRESH	
<b>Serial Number:</b>	97666795	JENNY FRESH	
<b>Serial Number:</b>	97165021	MAX	
<b>Serial Number:</b>	97165024	MAX UP	
<b>Serial Number:</b>	87941726	RAPID 16	
<b>Serial Number:</b>	87978439	RAPID RESULTS	
<b>Serial Number:</b>	87726795	RAPID RESULTS	
<b>Serial Number:</b>	90319944	RAPID RESULTS MAX	
<b>Serial Number:</b>	90319946	RAPID RESULTS MAX	
<b>Serial Number:</b>	90319947	RAPID RESULTS MAX	
<b>Serial Number:</b>	97134992	RECHARGE	
<b>Serial Number:</b>	90223032	RECHARGE BAR BY JENNY CRAIG	
<b>Serial Number:</b>	90138836	RECHARGE BY JENNY CRAIG	

CH \$490.00 76194252

**CORRESPONDENCE DATA****Fax Number:**

*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:** 212-294-2684**Email:** trademarkny@winston.com**Correspondent Name:** Laura M. Franco**Address Line 1:** 101 California Street**Address Line 2:** Winston & Strawn LLP**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>ATTORNEY DOCKET NUMBER:</b>	180633.00006
<b>NAME OF SUBMITTER:</b>	Laura M. Franco
<b>SIGNATURE:</b>	/Laura M. Franco by trademarkny/
<b>DATE SIGNED:</b>	06/21/2023

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of June 14, 2023 (the "Effective Date") by and between Craig Holdings, Inc. a Texas corporation having an address of 5770 Fleet Street, Carlsbad, California, 92008, United States of America ("Assignor") and JCR Holdings II, LLC, a Delaware limited liability company having an address of 251 Little Falls Drive, Wilmington, Delaware 19808, United States of America ("Assignee").

A. Assignor is the legal and beneficial owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

In consideration of payment of One Hundred United States Dollars (US \$100.00) and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to: (a) the Marks, all goodwill associated with any of the Marks, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright and domain name rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions, and the existing and ongoing business of the Assignor to which the Marks pertain, and (b) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to sue, prosecute and collect damages for such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries or jurisdictions, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.

[Signature page follows.]

Signed by the parties on the date(s) set forth below.

**ASSIGNOR**

**Craig Holdings, Inc.**  
5770 Fleet Street  
Carlsbad, California, 92008  
United States of America

By: *Don A. Beskrone*

Name: Don A. Beskrone

Title: Chapter 7 Trustee of Debtor Craig Holdings, Inc.

Date: June 14, 2023

State of Delaware:

County of New Castle:

This instrument was acknowledged before me on June 14, 2023 by Don A. Beskrone, solely in his capacity as Chapter 7 Trustee of Debtor Craig Holdings, Inc. on behalf Craig Holdings, Inc.



(Seal)

*Angelina L. Thomas*  
(signature of notarial officer)

RECEPTIONIST  
(title and rank)

My commission expires: 4-25-24

**ASSIGNEE**

**JCR Holdings II, LLC**  
251 Little Falls Drive  
Wilmington, Delaware 19808  
United States of America

By: *Andrew Homann*

Name: Andrew Homann

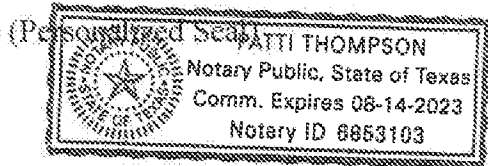
Title: Duly authorized agent and attorney in fact of  
JCR Holdings II, LLC with power of attorney to  
execute this Trademark Assignment on behalf of  
JCR Holdings II, LLC

Date: June 16, 2023

State of Texas

County of Dallas

This instrument was acknowledged before me on June 16, 2023 by Andrew Homann as  
attorney-in-fact on behalf of JCR Holdings II, LLC.



*Matti Thompson*  
Notary Public's Signature

**EXHIBIT A**

**MARKS**

Jurisdiction	Mark	Application Number	Application Date	Registration Number	Registration Date
United States of America	JENNY CRAIG	76/194252	12-Jan-01	2760695	09-Sep-03
United States of America	JENNY CRAIG (Stylized)	85/825677	17-Jan-13	4735712	12-May-15
United States of America	JENNY CRAIG RECHARGE	97/134989	19-Nov-21		
United States of America	JENNY CRAIG RECHARGE BAR (Stylized)	90/235506	05-Oct-20	6755237	07-Jun-22
United States of America	JENNY CRAIG RECHARGE FRFESH (Stylized)	97/134998	19-Nov-21		
United States of America	JENNY CRAIG TYPE 2 (Stylized)	87/193781	05-Oct-16	5481840	29-May-18
United States of America	JENNY FRESH	97/666782	07-Nov-22		
United States of America	JENNY FRESH & Design	97/666795	07-Nov-22		
United States of America	MAX	97/165021	09-Dec-21		
United States of America	MAX UP	97/165024	09-Dec-21		

Jurisdiction	Mark	Application Number	Application Date	Registration Number	Registration Date
United States of America	RAPID 16	87/941726	30-May-18	5669253	05-Feb-19
United States of America	RAPID RESULTS & Design	87/978439	19-Dec-17	6130839	18-Aug-20
United States of America	RAPID RESULTS & Design	87/726795	19-Dec-17		
United States of America	RAPID RESULTS MAX	90/319944	15-Nov-20		
United States of America	RAPID RESULTS MAX	90/319946	15-Nov-20		
United States of America	RAPID RESULTS MAX	90/319947	15-Nov-20		
United States of America	RECHARGE	97/134992	19-Nov-21		
United States of America	RECHARGE BAR BY JENNY CRAIG	90/223032	29-Sep-20		
United States of America	RECHARGE BY JENNY CRAIG	90/138836	26-Aug-20		