

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutritional Healing LLC		06/30/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Pentec Health, Inc.		
Street Address:	4 Creek Parkway, Suite A		
City:	Boothwyn		
State/Country:	PENNSYLVANIA		
Postal Code:	19061		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5420252	NUTRITIONAL HEALING	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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>			
Phone:	6106405800		
Email:	trademarks@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young, LLP		
Address Line 1:	Donna Marie Davidson		
Address Line 2:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
ATTORNEY DOCKET NUMBER:	187369-0000		
NAME OF SUBMITTER:	Donna Marie Davidson		
SIGNATURE:	/Donna Marie Davidson/		
DATE SIGNED:	07/03/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “**Assignment**”) is entered into as of June 30, 2023 (the “**Effective Date**”), by and between Nutritional Healing LLC, a Florida limited liability company (“**Assignor**”), and Pentec Health, Inc., a Pennsylvania corporation (“**Assignee**”). Each of Assignor and Assignee may be referred to in this Assignment individually as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

WHEREAS, Assignor is the sole owner of the trademarks identified on the attached Schedule A (the “**Trademarks**”);

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor’s entire right, title and interest in and to Trademarks; and

WHEREAS, Assignee has agreed to accept from Assignor all of its right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sells and conveys, and Assignee hereby accepts, any and all right, title, and interest Assignor may have in and to the Trademarks, together with the rights to any registrations, pending applications, or common law unregistered rights related thereto, together with and including the goodwill associated with the Trademarks and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief 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, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment. 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.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Pennsylvania without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Assignment or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

5. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

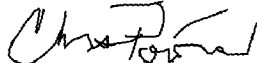
6. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:

Nutritional Healing LLC



By: _____
Name: Christopher Powers
Its: Manager

ASSIGNEE:

Pentec Health, Inc.

By: _____
Name: Eric Mollman
Its: Chief Financial Officer

By: _____
Name: Timothy Powers
Its: Manager

The above being all of the Managers of
Nutritional Healing LLC

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Nutritional Healing LLC

ASSIGNEE:

Pentec Health, Inc.

By: _____
Name: Eric Mollman
Its: Chief Financial Officer

SCHEDULE A
TRADEMARKS

Mark	Registration No.	Registration Date
NUTRITIONAL HEALING	5,420,252	March 6, 2018
	Common Law	N/A