

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM821620

<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>
L-Nutra Inc.		08/02/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chiara Tilesi		
<b>Street Address:</b>	346 Hauser Blvd 2-426		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	INDIVIDUAL: ITALY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6815338	BE THE SUBJECT NOT THE OBJECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032260079		
<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>Email:</b>	TSpeiss@Buchalter.com		
<b>Correspondent Name:</b>	Thomas J. Speiss, III		
<b>Address Line 1:</b>	805 S.W. Broadway, Suite 1500		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>NAME OF SUBMITTER:</b>	Thomas J. Speiss		
<b>SIGNATURE:</b>	/Thomas J. Speiss, III/		
<b>DATE SIGNED:</b>	07/03/2023		
<b>Total Attachments: 3</b>			
source=Signed Assignment_L-Nutra to Tilesi_US Reg 6815338_CT PE#page1.tif			
source=Signed Assignment_L-Nutra to Tilesi_US Reg 6815338_CT PE#page2.tif			
source=Signed Assignment_L-Nutra to Tilesi_US Reg 6815338_CT PE#page3.tif			

CH \$40.00 6815338

## ASSIGNMENT OF TRADEMARKS IN THE UNITED STATES AND REGISTRATIONS THEREOF

This Assignment of Trademarks in The United States and Registrations Thereof ("**Assignment Agreement**"), dated effective as of August 9, 2022 ("**Effective Date**"), is made between **L-Nutra, Inc.**, a California Corporation, having an address of 5905 Legacy Drive, 5<sup>th</sup> Floor, Plano Texas, 75024 ("**ASSIGNOR**") and Chiara Tilesi, an individual citizen of Italy, having a residence address of 346 Hauser Blvd 2-426, Los Angeles, California 90025 ("**ASSIGNEE**"). As used in this Assignment, Assignor and Assignee shall collectively be referred to as the "**Parties**."

### RECITALS

A. Assignor acquired, adopted and used, and thereby owns all rights, title and interests in and to the trademarks and the United States and the foreign Registrations and applications thereof, identified and shown in Exhibit A attached hereto and, by this reference, incorporated herein (hereinafter the "**Marks**," the "**Registrations**," and the "**Applications**" respectively); and,

B. Assignee is desirous of acquiring the entire rights, title and interest in and to the Marks, Registrations, Applications and the goodwill associated with the Marks, and ASSIGNOR is willing to assign the same to ASSIGNEE.

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

1. ASSIGNOR hereby sells, assigns, transfers, grants and otherwise conveys to Assignee and Assignee's successors, assigns, and legal representatives, all worldwide rights, title and interest in and to the Marks, Registrations and Applications, including without limitation any and all rights therein arising under common law, and which includes the use of the Trademarks alone or in combination with other words, figures, designs or indicia, including any right, title and interest as a service mark, trademark, trade name and all common law rights connected therewith, together with the goodwill of the business symbolized and associated by and with the Trademarks, Registrations and Applications and all claims and causes of action relating to infringement of the Trademarks, Registrations and Applications, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for Assignee's own use and on behalf of Assignee's successors, legal representatives and assigns

2. ASSIGNOR hereby represents and warrants that:

- (i) ASSIGNOR is the sole and exclusive owner of all of the rights, title and interest in and to the Marks and the goodwill associated therewith and the Registrations and Applications relating thereto;
- (ii) the Registrations thereof were not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code or any provision of the trademark laws of any foreign jurisdiction;
- (iii) the United States Registrations thereof are not the subject of any cancellation proceeding in the United States Patent and Trademark Office or in the Trademark Office of any of the foreign jurisdictions identified in said Exhibit A;
- (iv) ASSIGNOR has not granted any licenses to any third party to use the Marks;
- (v) ASSIGNOR is not aware of any third party who has asserted a claim of any ownership right, title and interest in the Marks, the Registrations, the Applications, or any other rights or interests therein which are adverse to those of ASSIGNOR; and
- (vi) ASSIGNOR is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Marks and Registrations which would be breached or otherwise violated by the foregoing assignment of the Marks and Registrations.

3. ASSIGNOR hereby further agrees that ASSIGNEE has the right to record this instrument of assignment with the United States Patent and Trademark Office and with the Trademark Offices in the other countries in which Registrations have been granted or Applications filed, so as to establish ASSIGNEE as sole and exclusive owner of record of the Marks, Registrations and Applications in the United States and in the foreign jurisdictions identified in said Exhibit A.

4. ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to:

- (i) execute and have executed any and all other documents of any kind whatsoever required to carry out the intent of this instrument of assignment;
- (ii) provide whatever information may be required to carry out the intent of this instrument of assignment; and

(iii) fully cooperate with ASSIGNEE, as may be reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office and the Trademark Offices in said foreign jurisdictions, whereby ASSIGNEE's ownership of the Marks, Registrations and Applications is duly made of record in the United States Patent and Trademark Office and in the Trademark Offices of said foreign jurisdictions.

5. This Assignment Agreement shall be binding upon and inure to the benefit of the respective successors and assigns to each of the parties.

6. This Assignment Agreement shall be governed by the laws of the State of Colorado, without reference to its choice of laws provisions.

7. This Assignment Agreement may be executed in one or more counterparts which, when taken together, shall constitute a single instrument.

8. Each Party acknowledges that it has read this Assignment Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment Agreement on its behalf is duly authorized to enter into this Assignment Agreement.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment Agreement to be executed as of the Effective Date set forth above.

**ASSIGNOR**

**L-Nutra, Inc.**

By: Joseph Antoun

Name: Joseph Antoun

Title: President

Date: August 9, 2022

**ACCEPTED BY ASSIGNEE**

**Chiara Tilesi, an individual, Citizen of Italy**

By: Chiara Tilesi

Name: Chiara Tilesi

Date: August 9, 2022

**EXHIBIT A**

**UNITED STATES APPLICATIONS AND REGISTRATIONS**

**US REGISTRATIONS**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>SERIAL NO.</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
BE THE SUBJECT NOT THE OBJECT	United States	87/876,381	6,815,338	August 9, 2022