

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GL Concepts LLC		07/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GoodLife Brands LP		
Street Address:	400 Sauv� West		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3L1Z8		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4750312	GOODLIFE	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	5132412324		
Email:	tremaklus@whe-law.com		
Correspondent Name:	Theodore R. Remaklus		
Address Line 1:	600 Vine Street		
Address Line 2:	Suite 2800		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	WAMA-35-122		
NAME OF SUBMITTER:	Theodore R. Remaklus		
SIGNATURE:	/theodore r remaklus/		
DATE SIGNED:	08/02/2023		
Total Attachments: 4			
source=Trademark Assignment (GL Concepts LLC to GoodLife Brands LP)#page1.tif			
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OP \$40.00 4750312

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter referred to as the “**Assignment Agreement**”), effective as of July 5, 2023, by and between **GL Concepts LLC**, a Limited Liability Company organized under the laws of the State of Delaware, having an address of 60 West 23rd Street, #2116, New York, NY 10010 (hereinafter referred to as “**Assignor**”) and **GoodLife Brands LP**, a Delaware limited partnership, represented by its general partner, GoodLife GP Inc, a Delaware corporation, having a place of business at 400 Sauvé West, Montral, Quebec, Canada (hereinafter referred to as “**Assignee**”) (collectively, the “**Parties**”); and

WHEREAS, Assignor was the owner of the entire right, title and interest in and to the trademarks and service marks identified on the attached Schedule (collectively, the “**Trademarks**”) and any corresponding State, federal or foreign trademark and/or service mark registrations or applications therefor, together with the goodwill established by use of the Trademarks;

WHEREAS, Assignor assigned to Assignee all of Assignor’s worldwide right, title, interest and goodwill in and to the Trademarks pursuant to that certain Asset Purchase Agreement having an effective date of July 5, 2023 (the “**Purchase Agreement**”);

WHEREAS, Assignor and Assignee now wish to formalize the terms of the Purchase Agreement and record Assignee as the sole and exclusive owner of the Trademarks with all appropriate worldwide agencies;

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

Assignor hereby sells, assigns, and transfers unto said Assignee, its successors and assigns, free of all encumbrances, all worldwide right, title and interest of Assignor in and to the Trademarks, including: (i) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (ii) all registrations obtained by Assignor for the Trademarks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom for its own use and behalf and for the use and behalf of its successors and assigns; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment Agreement had not been made.

Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or country, to record Assignee as the owner of the Trademarks.

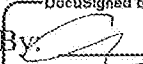
Assignor hereby warrants and covenants that it has the full power and authority to convey the rights, title, interests and goodwill herein assigned, transferred and sold to Assignee, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence Assignee's ownership of the property and rights herein conveyed.

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

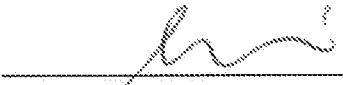
This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Assignment Agreement to be executed by its duly authorized officers.


ASSIGNOR -- GL CONCEPTS LLC

DocuSigned by:
By: 
7639156DB9E947A...
Name: Andrew Codispoti
Date: July 7, 2023

ASSIGNEE - Goodlife Brands L.P. represented by its general partner Goodlife GP Inc.

By: 
Name: Gabriel Bitton
Date: July 21, 2023

Schedule of Trademarks

Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
GL (Stylized) 	Canada	2,188,979 06/01/2022	NA
GOODLIFE	Canada	2,178,302 04/08/2022	NA
GOODLIFE	European Union	018681841 04/05/2022	018681841 08/02/2022
GOODLIFE	Japan	2019-118418 09/05/2019	6309927 10/29/2020
GOODLIFE	Mexico	2729137 04/13/2022	2423624 07/14/2022
GOODLIFE	Mexico	2729138 04/13/2022	2423625 07/14/2022
GOODLIFE	Peru	945667-2022 04/11/2022	NA
		²	
GL (Stylized) 	United Kingdom	UK00003794693 06/01/2022	UK00003794693 08/26/2022
GOODLIFE	United Kingdom	UK00003774524 04/06/2022	UK00003774524 08/19/2022
GOODLIFE	United States	85/842,245 02/06/2013	4,750,312 06/09/2015

² Company's records only show one Peru filing