

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lang Pharma Nutrition, Inc.		07/31/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Hage BT Global, LLC		
Street Address:	One Viking Drive		
City:	Bristol		
State/Country:	RHODE ISLAND		
Postal Code:	02809		
Entity Type:	Limited Liability Company: RHODE ISLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6756538	RELAX	
Registration Number:	7006805	RELAX	
Registration Number:	7006806	RELAX	
Registration Number:	6257476	SWEET HARMONY	
Registration Number:	6251648	CLOCKWORK	
Registration Number:	5227494	PROMEGA STAR SACHA INCHI	
Registration Number:	5183031	GET YOUR ENERGY BACK	
Registration Number:	4833387	PROMEGA STAR	
Registration Number:	5775736	ENERJUICE	
Registration Number:	1691805	TANGY BANG	
Registration Number:	1933359	ENERJUICE	
Registration Number:	1833964	MR. SPICE	
CORRESPONDENCE DATA			
Fax Number:	4803342673		
<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:	7605937503		
Email:	docketing@transformativelegal.com		
Correspondent Name:	Transformative Legal, LLC		
Address Line 1:	4160 N. Craftsman Court, Suite 204		

OP \$315.00 6756538

Address Line 4:	Scottsdale, ARIZONA 85251
NAME OF SUBMITTER:	Becky Anweiler
SIGNATURE:	/Becky Anweiler/
DATE SIGNED:	08/15/2023
Total Attachments: 6 source=Trademark Assignment LPNI to Hage BT - FULLY EXECUTED#page1.tif source=Trademark Assignment LPNI to Hage BT - FULLY EXECUTED#page2.tif source=Trademark Assignment LPNI to Hage BT - FULLY EXECUTED#page3.tif source=Trademark Assignment LPNI to Hage BT - FULLY EXECUTED#page4.tif source=Trademark Assignment LPNI to Hage BT - FULLY EXECUTED#page5.tif source=Trademark Assignment LPNI to Hage BT - FULLY EXECUTED#page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”), dated as of July 31, 2023 (the “Effective Date”), is made by and between Lang Pharma Nutrition, Inc., a Rhode Island corporation, with offices located at 20 Silva Lane, Middletown, Rhode Island, 02842 (“Assignor”), and HAGE BT GLOBAL, LLC, a Rhode Island limited liability company with offices at One Viking Drive, Bristol, Rhode Island, 02809 (“Assignee”).

WHEREAS, pursuant to the Asset Purchase Agreement entered into by and between the Parties concurrently herewith (the “APA”), Assignor has agreed to assign, sell, transfer, and convey to Assignee, and Assignee has agreed to purchase, acquire and accept all rights, title, and interest in and to, the Transferred Brands and certain Assets related thereto, which Assets include the Trademarks as specified in the APA, including the trademark applications and registrations set forth in SCHEDULE A attached hereto (the “Scheduled Trademarks”);

WHEREAS, all capitalized terms appearing herein that are not otherwise defined herein shall have the meaning given to such terms in the APA and the terms of the APA are incorporated herein by reference.

WHEREAS, subject to the terms and conditions set forth in the APA, the Parties wish to enter into this Assignment to effectuate the transfer of the Trademarks from Assignor to Assignee.

NOW, THEREFORE, for good and sufficient consideration as set forth in the APA, the receipt and sufficiency of which Assignor acknowledges, the Parties hereby agree as follows:

1. Assignor hereby, subject to the terms and conditions set forth in the APA, conveys, sells, transfers, and assigns to Assignee, and Assignee hereby accepts, receives, and purchases, all of Assignor’s right, title, and interest in the following:
 - (a) any rights held by Assignor in the Scheduled Trademarks (i.e., the trademark registrations and applications listed in SCHEDULE A);
 - (b) any other trademark application or registration related by claim of priority to any of the Scheduled Trademarks;
 - (c) and future registrations, extensions, and renewals of any of the trademark applications or registrations of (a) or (b),

(d) any and all common law trademark rights in the trademarks in the Scheduled Trademarks or in any trademark used by Assignor that would be confusingly similar thereto,

(e) all rights of any kind whatsoever of Assignor accruing under any of the above-mentioned trademark rights under applicable law of any jurisdiction, by international treaties and conventions, or otherwise, throughout the world, including any and all royalties, fees, income, damages, profits, payments, and other proceeds now or hereafter due or payable with respect to infringement or dilution of any or all of the foregoing and 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 or dilution of any or all of such rights, and

(f) any and all goodwill of the business of Assignor connected with the use of, and symbolized by, any of the trademark rights referenced in (a)-(d) as of the date of execution hereof (the rights in (a)-(f) collectively constituting the “**Trademarks and Goodwill**”).

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any counterpart thereof in any country of the world to record and register this Assignment upon request by Assignee or its assigns, affiliates, agents, representatives, or contractors. Following the date of execution hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks and Goodwill to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Rhode Island, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered, and Assignee received and accepted, this Trademark Assignment as of the Effective Date.

ASSIGNOR:

LANG PHARMA NUTRITION, INC.

By: 

Name: Jason Stephans

Title: General Counsel

ASSIGNEE:

HAGE BT GLOBAL, LLC



By: 

Name: David Lang, Manager


TRADEMARK

REEL: 008168 FRAME: 0881

SCHEDULE A

Mark	US Serial / Registration No.	Filing/ Registration Date	Status
RELAX	6,756,538	6/14/2022	Registered
	7,006,805	3/21/2023	Registered
	7,006,806	3/21/2023	Registered

SCHEDULE A- CONTINUED

Sweet Harmony	6,257,476	1/26/2021	Registered
Clockwork	6,251,648	1/19/20021	Registered
	5,227,494	6/20/2007	Registered
Get Your Energy Back	5,183,031	4/11/2017	Registered
PROMEGA STAR	4,833,387	10/13/2015	Registered
ENERJUICE	5,775,736	6/11/2019	Registered
TANGY BANG	1,691,805	6/9/1992	Registered
ENERJUICE	1,933,359	11/7/1995	Registered
MR. SPICE	1,833,964	5/3/1994	Registered