

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BALANCE BAR COMPANY		09/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WORLDWIDE SPORT NUTRITIONAL SUPPLEMENTS INC.		
Street Address:	500 7th Ave., 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5219980	BALANCE DUO-LICIOUS	
Registration Number:	5219977	BALANCE ORIGINAL	
Registration Number:	3937988	BALANCE	
Registration Number:	3036771	BALANCE BAR	
Registration Number:	2999244	BALANCE BAR GOLD	
Registration Number:	2745850	BALANCE	
Registration Number:	2659753	BALANCE BAR	
CORRESPONDENCE DATA			
Fax Number:	2122168001		
<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:	2122168000		
Email:	manageddocket@docket.tarterkrinsky.com		
Correspondent Name:	Nels T. Lippert		
Address Line 1:	1350 Broadway		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Nels T. Lippert		
SIGNATURE:	/Nels T. Lippert/		
DATE SIGNED:	09/26/2023		

CH \$190.00 5219980

Total Attachments: 4

source=Trademark Assignment BBC-WSNS (fully executed)#page1.tif

source=Trademark Assignment BBC-WSNS (fully executed)#page2.tif

source=Trademark Assignment BBC-WSNS (fully executed)#page3.tif

source=Trademark Assignment BBC-WSNS (fully executed)#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “**Trademark Assignment**”), dated as of September 22, 2023, is made by and between BALANCE BAR COMPANY, a Delaware Corporation (the “**Assignor**”), and WORLDWIDE SPORT NUTRITIONAL SUPPLEMENTS INC., a New York Corporation (the “**Assignee**”).

WHEREAS, the Assignor is the owner of all right, title, and interest in the trademarks and corresponding registrations attached hereto as Schedule A (collectively, the “**Trademarks**”); and

WHEREAS, the Assignor and the Assignee have determined that it is mutually desirable for the Assignee to acquire and own the Trademarks and all the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably conveys, transfers, and assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor’s right, title, and interest in and to the following (the “**Assigned Rights**”):

(a) the Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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, 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.

2. Recordation and Further Actions. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by the Assignee. Following the date hereof, upon the Assignee’s reasonable request, and at the Assignee’s sole cost and expense, the Assignors shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Rights to the Assignee, or any assignee or successor thereto.

3. Assignor's Waiver. Assignor acknowledges and agrees that as of the date of this Trademark Assignment, Assignee is the sole and exclusive owner of all Assigned Rights and that Assignee shall have the sole and exclusive right to obtain, maintain, hold, register and enforce such Assigned Rights.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

6. Governing Law. This Trademark 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment on the date indicated below.

BALANCE BAR COMPANY

DocuSigned by:
By: Paulo Macedo
54E52A2AE45E4EE...

Name: Paulo Macedo

Title: Officer

Date: September 22, 2023

[Signature Page to the Trademark Assignment Agreement]

SCHEDULE A**Trademarks**

Trademark Registrations:

Owner	Mark	Word Mark	Jurisdiction	Registration Number	Registration Date
Balance Bar Company	Balance Duo-licious	BALANCE DUO-LICIOUS	United States	5219980	June 6, 2017
Balance Bar Company	Balance Original	BALANCE ORIGINAL	United States	5219977	June 6, 2017
Balance Bar Company	BALANCE	BALANCE	United States	3937988	March 29, 2011
Balance Bar Company	BALANCE BAR	BALANCE BAR	United States	3036771	December 27, 2005
Balance Bar Company	BALANCE BAR GOLD	BALANCE BAR GOLD	United States	2999244	September 20, 2005
Balance Bar Company	BALANCE	BALANCE	United States	2745850	August 5, 2003
Balance Bar Company	BALANCE BAR	BALANCE BAR	United States	2659753	December 10, 2002

TRADEMARK**REEL: 008209 FRAME: 0508**