

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lindora Wellness, Inc.		11/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lindora Franchise, LLC		
Street Address:	17838 Fitch Avenue		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5861746	BOOST4	
Registration Number:	5469288	CAPSIO-LIN	
Registration Number:	5851080	CAPSIO-LIN+	
Registration Number:	3228958	LEAN FOR LIFE	
Registration Number:	5358485	LEAN FOR LIFE BY LINDORA CLINIC	
Registration Number:	1868744	LEAN FOR LIFE!	
Registration Number:	2484443	LINDORA	
Registration Number:	6011252		
Registration Number:	6000094		
Registration Number:	6000097	LINDORACLINIC	
Registration Number:	6000098	LINDORACLINIC	
Registration Number:	5861751		
Registration Number:	6000096	LINDORAFRESH	
Registration Number:	6000093	LINDORAFRESH	
Registration Number:	5861750		
Registration Number:	6133137	LINDORANUTRITION	
Registration Number:	6127417	LINDORANUTRITION	
Registration Number:	6000099	LINDORAONLINE	
Registration Number:	6000095	LINDORAWELLNESS	

OP \$590.00 5861746

Property Type	Number	Word Mark
Registration Number:	6000092	LINDORAWELLNESS
Registration Number:	5851079	REM4
Registration Number:	5469290	STAY-WEIGHT
Registration Number:	2901834	WEIGHTRAC

CORRESPONDENCE DATA

Fax Number:

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.

Email: vincent.frantz@chengcohen.com

Correspondent Name: Vincent Frantz

Address Line 1: 363 West Erie Street

Address Line 2: Suite 500

Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER:	Vincent Frantz
SIGNATURE:	/Vincent Frantz/
DATE SIGNED:	11/22/2023

Total Attachments: 9

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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

November 22, 2023

This IP Assignment and Assumption Agreement (this "IP Assignment") is entered into by and between Lindora Wellness, Inc., a Delaware corporation ("Assignor"), on the one hand, and Lindora Franchise, LLC, a Delaware limited liability ("Assignee"), on the other hand.

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of November 22, 2023 (the "Contribution Agreement"), pursuant to which, among other things, Assignor has agreed to assign, contribute, convey and deliver to Assignee, and Assignee has agreed to acquire and accept from Assignor, the Owned Intellectual Property (as defined therein), along with the goodwill of the business associated therewith, including, without limitation, all of the right, title and interest in and to the issued patents and patent applications identified on Exhibit A attached hereto (collectively, the "Patents"), the trademarks identified on Exhibit B attached hereto, including all common law rights thereto and the goodwill of the business symbolized thereby (collectively, the "Trademarks"), and the domain names identified on Exhibit C attached hereto (collectively, the "Domain Names"), and together with the Patents, the Trademarks and the Owned Intellectual Property, the "Assigned IP"); and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in, to and under the Assigned IP.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Contribution Agreement, Assignor does hereby irrevocably and unconditionally assign, contribute, convey and deliver to Assignee, and Assignee does hereby acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under the Assigned IP, including, without limitation, the Assigned IP and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, and by international treaties and conventions now or hereafter in effect, and otherwise throughout the world (including for the avoidance of doubt, any common law rights), the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns and other legal representatives, together with all rights to income, royalties, license fees and other proceeds deriving from the Assigned IP, all claims for damages, restitution, and injunctive and other legal and equitable relief by reason of past, present and future infringements, dilution, misappropriation, violation, misuse, breach, or default, or unauthorized uses of the Assigned IP and the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and each of Assignee's successors, assigns and other legal representatives. The foregoing assignment includes the right of priority to file and prosecute corresponding applications for any intellectual property in the Assigned IP in any and all jurisdictions through the world, the rights to all patents which may be granted from any patent

applications in the Assigned IP, and the rights to any divisionals, renewals, continuations, continuations-in-part, reissues, reexaminations, and extensions with respect to any patents or patent applications in the Assigned IP.

2. Relation to Contribution Agreement. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern and control.

3. Severability; Amendment. Any provision in this IP Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This IP Assignment may not be amended or modified except by an instrument in writing signed by each of the parties hereto.

4. Entire Agreement; No Third Party Beneficiaries. The Contribution Agreement and this IP Assignment, including the Exhibits and other documents attached or referred to therein or herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties hereto, in respect to the subject matter contained herein. This IP Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

5. Successors and Assigns. This IP Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This IP Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee and Purchaser, and any such purported assignment without such consent shall be void. This IP Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

6. Governing Law. This IP Assignment shall be governed by, and construed in accordance with and governed by the substantive laws of the State of Delaware, without reference to its choice of law rules.

7. Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the Contribution Agreement.

8. Counterparts. This IP Assignment may be executed in multiple counterparts, and by the different parties hereto in separate counterparts, each of which shall for all purposes be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A signature delivered on any counterpart by facsimile or other electronic means shall for all purposes be deemed to be an original signature to this IP Assignment.

9. Recording and Further Assurances. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the transfer of the Domain Names through the registrar, and the execution and delivery of

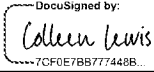
any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed and delivered as of the date first set forth above.

ASSIGNOR:

LINDORA WELLNESS, INC.

By: 
Name: Colleen Lewis
Title: Chief Executive Officer

ASSIGNEE:

LINDORA FRANCHISE, LLC





By: 
Name: Colleen Lewis
Title: Chief Executive Officer



EXHIBIT A
PATENTS

None.

EXHIBIT B
TRADEMARKS

All trademark applications and registrations listed below, all common law rights in the marks identified in each application and registration listed below for the jurisdiction indicated, and all goodwill related thereto.

Title	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Int'l Class
BOOST4	US	88/322,214	3/1/2019	5861746	9/17/2019	Registered	5
CAPSIO-LIN	US	87/642,937	10/12/2017	5469288	5/15/2018	Registered	5
CAPSIO-LIN+	US	88/322,220	3/1/2019	5851080	9/3/2019	Registered	5
LEAN FOR LIFE	US	76/478,967	12/13/2002	3228958	4/17/2007	Registered	05,29,30
	US	87/352,998	2/28/2017	5358485	12/19/2017	Registered	05,09,16,29,30,31,35,39,41,42,43,44
LEAN FOR LIFE!	US	74/459,246	11/15/1993	1868744	12/20/1994	Registered	42
LINDORA	US	75/819,990	10/12/1999	2484443	9/4/2001	Registered	42
LINDORA MEDICAL CLINICS	Canada	1,006,379	2/24/1999	TMA558027	2/18/2002	Registered	42, 44
	US	88/322,208	3/1/2019	6011252	3/17/2020	Registered	05,29,30,32
	US	88/322,191	3/1/2019	6000094	3/3/2020	Registered	03,05
LINDORA CLINIC	US	88/322,455	3/1/2019	6000097	3/3/2020	Registered	05,35,44

Title	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Int'l Class
LINDORACLINIC Logo LindoraClinic	US	88/322,462	3/1/2019	6000098	3/3/2020	Registered	05,35,44
LindoraClinicBug Black (Stylized & Design) 	US	88/322,459	3/1/2019	5861751	9/17/2019	Registered	05,35,44
LINDORAFRESH	US	88/322,202	3/1/2019	6000096	3/3/2020	Registered	29
LINDORAFRESH Logo LindoraFresh	US	88/322,183	3/1/2019	6000093	3/3/2020	Registered	29
LINDORAFRESH BUG BLACK (Stylized & Design) 	US	88/322,452	3/1/2019	5861750	9/17/2019	Registered	29
LINDORANUTRI TION	US	88/322,212	3/1/2019	6133137	8/25/2020	Registered	05,29,30, 32
LindoraNutrition Logo LindoraNutrition	US	88/322,186	3/1/2019	6127417	8/18/2020	Registered	05,29,30, 32
LINDORAONLIN E	US	88/322,464	3/1/2019	6000099	3/3/2020	Registered	35
LINDORAWELLN ESS	US	88/322,199	3/1/2019	6000095	3/3/2020	Registered	03,05

Title	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Int'l Class
LINDORAWELLNESS Logo LindoraWellness	US	88/322,178	3/1/2019	6000092	3/3/2020	Registered	03,05
REM4	US	88/322,216	3/1/2019	5851079	9/3/2019	Registered	5
STAY-WEIGHT (cl. 5)	US	87/642,966	10/12/2017	5469290	5/15/2018	Registered	5
WEIGHTRAC	US	78/328,856	11/17/2003	2901834	11/9/2004	Registered	9

EXHIBIT C
DOMAIN NAMES

The domain names listed below:

- lindora.com and lindoranutrition.com