

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Nutraceuticals, Inc.		12/08/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Basic Brands, Inc.		
Street Address:	885 Claycraft Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43230		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5956721	FLOMENTUM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@standleyllp.com		
Correspondent Name:	Standley Law Group LLP		
Address Line 1:	6300 Riverside Drive		
Address Line 4:	Dublin, OHIO 43017		
NAME OF SUBMITTER:	Beverly A. Marsh, Ohio Bar Member		
SIGNATURE:	/Beverly A. Marsh/		
DATE SIGNED:	12/12/2023		
Total Attachments: 7			
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CH \$40.00 5956721

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of 8th of December, 2023, is made by U.S. Nutraceuticals, Inc., a Florida corporation (“**Seller**”) and Basic Brands, Inc., an Ohio corporation (“**Buyer**”), the buyer of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

Section 1.1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the intellectual property and intellectual property rights, including: (i) the trademarks on Exhibit A and all issuances, extensions, and renewals thereof (the “**Trademarks**”), with the goodwill of the business connected with using, and symbolized by, the Trademarks; (ii) the copyright and exclusive copyright licenses on Exhibit B and all issuances, extensions, and renewals thereof (the “**Copyrights**”); (iii) the domain names on Exhibit C, (iv) the patents and patent applications on Exhibit D and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and any foreign counterparts of any of the foregoing including the right to claim priority and renewals thereof (the “**Patents**”);

(b) all non-registered intellectual property relating to the Assigned IP on Exhibits A and B, with the goodwill of the business connected with using, and symbolized by, all such non-registered intellectual property to the extent applicable;

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

(d) any and all claims and causes of action, regarding 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.

Section 1.2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register, if applicable, this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

Section 1.3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

Section 1.4. Counterparts. This IP 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 IP 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 IP Assignment.

Section 1.5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

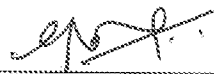
Section 1.7. Amendment; Waiver. This IP Assignment may be altered, amended or modified in whole or in part at any time only by a writing signed by the parties. No waiver of any of the provisions of this IP Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this IP Assignment shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

[signatures appear on next page]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

U.S. NUTRACEUTICALS, INC.

By: 

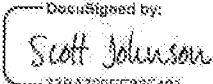
Name: UNASUDHAN PAL.

Title: CEO

AGREED TO AND ACCEPTED:

BUYER:

BASIC BRANDS, INC.

By:  338A788E8E22F408

Name:

Title:

Exhibit A
Trademarks

Registered Trademarks:

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Last Action</u>	<u>Next Action</u>
<u>FLOMENTUM</u>	<u>U.S.</u>	<u>5,956,721</u>	<u>1/7/2020</u>	<u>Registered 1/7/2020</u>	<u>Affidavit of use due 1/7/2026</u>
<u>FLOMENTUM</u>	<u>International</u>	<u>1456460</u>	<u>2/19/2019</u>	<u>Assignment date recorded (Articles of Conversion) 3/11/2020</u>	<u>Renewal due 2/19/2029</u>
<u>FLOMENTUM</u>	<u>United Kingdom</u>	<u>UK00801456460</u>	<u>8/27/2019</u>	<u>Registered 8/27/2019</u>	<u>Renewal due 2/19/2029</u>
<u>FLOMENTUM:</u>	<u>Canada</u>	<u>TMA1204395 1456460</u>	<u>10/18/2023</u>	<u>Registered 10/18/2023</u>	<u>Renewal due 2/19/2029</u>
<u>FLOMENTUM:</u>	<u>China</u>	<u>G1456460</u>	<u>2/19/2019</u>	<u>Grant of Protection issued 5/24/2019</u>	<u>Renewal due 2/19/2029</u>
<u>FLOMENTUM:</u>	<u>India</u>	<u>1456460</u>	<u>2/19/2019</u>	<u>Grant of Protection issued 11/11/2019</u>	<u>Renewal due 2/19/2029</u>
<u>FLOMENTUM:</u>	<u>European Union</u>	<u>1456460</u>	<u>2/19/2019</u>	<u>Grant of Protection issued 8/27/2019</u>	<u>Renewal due 2/19/2029</u>

Common Law Trademarks (Unregistered Trademarks):

NO UNREGISTERED TRADEMARKS

Exhibit B

Copyrights

Registered Copyright:

NO COPYRIGHT REGISTRATIONS ARE BEING ASSIGNED.

Exhibit C

Domains

flomentum.co

flomentum.com

flomentum.net

flomentum.org

flomentum90.com

flomentumhcp.com

flomentum-hcp.com

flomentumhealth.com

flomentum-health.com

flomentummd.com

flomentum-md.com

flomentumprofessional.com

myflomentum.com

startflomentum.com

start-flomentum.com

theflomentum.com

Exhibit D

Patents/Patent Applications

Patents:

Patent Applications:

NO ISSUED PATENTS OR PATENT APPLICATIONS ARE BEING ASSIGNED.