

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM860862

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DE II, LLC		01/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	eSupplements, LLC		
<b>Street Address:</b>	351 E 1750 N		
<b>City:</b>	Vineyard		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84059		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5551598	FUEL YOUR BEST	
<b>Registration Number:</b>	6247735	KETO CRISPS	
<b>Registration Number:</b>	5962505	KETO INDULGE	
<b>Registration Number:</b>	5649828	KETOENERGY	
<b>Registration Number:</b>	5392898	KETOLOGIC	
<b>Registration Number:</b>	5681085	KETOMEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3852001756		
<b>Email:</b>	michael.peers@plgpllc.com		
<b>Correspondent Name:</b>	Michael Peers		
<b>Address Line 1:</b>	351 E 1750 N		
<b>Address Line 4:</b>	Orem, UTAH 84059		
<b>NAME OF SUBMITTER:</b>	Michael Peers		
<b>SIGNATURE:</b>	/Michael Peers/		
<b>DATE SIGNED:</b>	12/13/2023		

OP \$165.00 5551598

**Total Attachments: 3**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made effective as of January 31, 2023 by and between DE II, LLC, a North Carolina limited liability company ("Assignor"), and eSupplements, LLC, a Utah limited liability company ("Assignee") (individually a "Party" and, collectively, the "Parties"). Any capitalized terms used but not defined herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement dated as of even date herewith by and between the Parties (the "APA").

**WHEREAS**, pursuant to the APA, the Parties have agreed that Assignor shall convey, transfer, and assign the intellectual property identified on Exhibit A (the "IP") to Assignee.

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor, for itself and its predecessors in title, if any, hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee, and Assignee hereby accepts: (a) any and all of Assignor's right, title, and interest in and to the IP, together with the business to which the IP pertains, and all goodwill of the business connected with the use of, and symbolized by, the IP; (b) all intellectual property registrations and applications relating to the IP, including all issuances, extensions, and renewals thereof; (c) any and all income, royalties, damages, payments and other proceeds now or hereafter due or payable with respect to the IP; and (d) any and all claims and causes of action with respect to the IP, 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. Miscellaneous.

(a) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the IP; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the IP; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such other and further acts, assignments, transfers, assurances, and instruments that are reasonably necessary in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise secure in Assignee's name the IP.

(c) This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective successors and assigns. This Agreement may be executed in counterparts. Photocopies of signatures shall be deemed original signatures and shall

be fully binding on the Parties to the same extent as original signatures.

3. Effective Date. The Parties mutually agree that the Effective Date for the transaction described herein shall be January 31, 2023, notwithstanding the date on which this Agreement is signed.

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first above set forth.

**ASSIGNOR:**

DE II, LLC

By: Disruptive Enterprises, LLC

Its: Sole Member and Manager

By: Michael Hockenberry

Name: Michael Hockenberry

Title: CEO

**ASSIGNEE:**

eSupplements, LLC

By: Yong Min Kim

Name: Yong Min Kim

Title: President

## EXHIBIT A

*Intellectual Property*1. Registered and Unregistered Intellectual Property

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration/ Serial Number</b>	<b>Class</b>	<b>Registration/ Application Date</b>
FUEL YOUR BEST	United States	5,551,598	005	August 28, 2018
KETO CRISP	United States	88/083,338	029	August 17, 2018
KETO CRISPS	United States	6,247,735	029	January 12, 2021
KETO INDULGE	United States	5,962,505	030	January 14, 2020
KETOENERGY	United States	5,649,828	005	January 8, 2019
KETOLOGIC	United States	5,392,898	005	January 30, 2018
KETOMEAL	United States	5,681,085	005	February 19, 2019
FUEL YOUR BEST	Australia	1876861	005	September 29, 2017
KETOLOGIC	Australia	1876078	005	September 27, 2017
FUEL YOUR BEST	EU	017212812	005	January 9, 2018
KETOLOGIC	EU	017212804	005	January 9, 2018

2. All right, title, benefit and interest of Assignor in all trade-marks, copyrights, patents, Product formulas, discoveries, research, developments, designs, industrial designs, improvements, innovations, inventions, software, licenses, computer programs and code of all types, layouts, interfaces, applications, tools, databases, hardware, methods, concepts, processes, know-how, formulae, specifications, mask works, works subject to copyright, trade secrets, trade names, service marks, brand names, Business Names, slogans, domain names, URLs and logos, industrial designs, and other technologies, works and creations, whether or not registered or registrable, patentable or non-patentable, or confidential or non-confidential and other intellectual property used in the Business.
3. All Intellectual Property Rights set forth in Section 1.1(bb) of the APA.