

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cend Limited		07/28/2022	limited company (Ltd.):
RECEIVING PARTY DATA			
Name:	THG NUTRITION LIMITED		
Street Address:	5TH FLOOR VOYAGER HOUSE CHICAGO AVENUE		
Internal Address:	MANCHESTER AIRPORT		
City:	MANCHESTER		
State/Country:	ENGLAND		
Postal Code:	M90 3DQ		
Entity Type:	Limited Company (Ltd.): UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6422864	MYVITAMINS	
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>			
Phone:	2126843900		
Email:	efiling@grr.com		
Correspondent Name:	David D. Rodrigues		
Address Line 1:	270 Madison Avenue		
Address Line 2:	Gottlieb, Rackman & Reisman P.C.		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	4897/259		
NAME OF SUBMITTER:	David D. Rodrigues		
SIGNATURE:	/DRODRIGUES/		
DATE SIGNED:	01/15/2024		
Total Attachments: 4			
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Dated 28 July 2022

(1) CEND LIMITED

and

(2) THG NUTRITION LIMITED

CONFIRMATORY DEED OF TRADE MARK ASSIGNMENT in the UNITED STATES

THIS DEED OF ASSIGNMENT is executed on *28th July* 2022

BETWEEN

- (1) **CEND LIMITED** (registered in England and Wales number 04067712) having its registered office at 5th Floor Voyager House Chicago Avenue, Manchester Airport, Manchester, England M90 3DQ (the "Assignor"); and
- (2) **THG NUTRITION LIMITED** (registered in England and Wales number 13400484) having its registered office at 5th Floor Voyager House Chicago Avenue, Manchester Airport, Manchester, England M90 3DQ (the "Assignee").

WHEREAS

- A The Assignor is the owner of the trade mark applications and registrations provided at Schedule 1 (hereafter referred collectively as the "Trade Marks").
- B The Assignor and Assignee executed a Trade Mark and Contracts Transfer Agreement (the "TMCTA") dated 1 March 2022 for the sale of the Assignor assets as defined in the TMCTA which includes the Trade Marks, and the Assignor wishes to effect the transfer to the Assignee of its legal title to the Trade Marks and all goodwill in the business attached to the Trade Marks and to record the transfer of legal title at the respective trade mark registries.

1. DEFINITION AND INTERPRETATION

In this Deed:

- 1.1. The Schedule forms part of this Deed and will have the same force and effect as if set out in the body of this Deed and any reference to this Deed will include the Schedule;
- 1.2. All headings are for ease of reference only and will not affect the construction or interpretation of this Deed.

2. ASSIGNMENT

- 2.1. For the consideration under clause 3 of the TMCTA, receipt and sufficiency of which the Assignor hereby acknowledges, as of the date of the TMCTA the Assignor assigns to the Assignee:
 - 2.1.1. such right, title and interest that the Assignor holds in and to the Trade Marks including all statutory and common law rights attaching to the Trade Marks including any goodwill symbolized by and associated with the business attached to the Trade Marks, and;
 - 2.1.2. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including for passing off or unfair competition) arising from ownership of the Trade Marks, whether occurring before, on, or after the date of the TMCTA.

3. FURTHER ASSURANCE

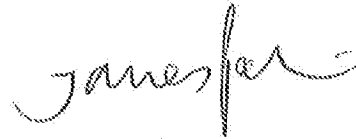
- 3.1. The Assignor shall at the request and cost of the Assignee execute all such documents or do all such acts and things as the Assignee shall, after completion of the sale and purchase of the Assets as defined in the TMCTA, reasonably require in order to give effect to the TMCTA and any documents entered into under it and, in particular, to effect the transfer of

legal title to the Trade Marks including all goodwill in the business attached to the Trade Marks to the Assignee, and the Assignor shall, so far as it is able, procure that any relevant third party shall execute all such documents and/or procure the doing of such acts and things.

4. GOVERNING LAW AND JURISDICTION

4.1. This Assignment and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature, including claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with English law. All disputes or claims arising out of or relating to this Deed shall be subject to the exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.

EXECUTED and DELIVERED as a DEED by)
Cend Limited
Acting by JAMES POCHIN
In the presence of.

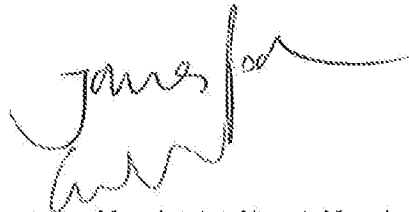


WITNESS:

Name: GARETH HILL
Address: 5th Floor, Voyager House, Chicago venue, Manchester Airport, Manchester, M90 3DQ
Occupation: Solicitor



EXECUTED and DELIVERED as a DEED by)
THG Nutrition Limited
Acting by JAMES POCHIN
In the presence of.



WITNESS:

Name: GARETH HILL
Address: 5th Floor, Voyager House, Chicago venue, Manchester Airport, Manchester, M90 3DQ
Occupation: Solicitor



Schedule of Trade Marks

Trade Mark	Country	Application No.	Registration No.	Classes	HGF Ref.
FUEL YOUR AMBITION	USA (International Designation)	79237085	5946658	5,29,30	T206654WUS
MYPROTEIN	USA (International Designation)	1161511	1161511	5,29,30,35	T206193WUS
MYVITAMINS	USA	88738424	6422864	5	T218817US