

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI75336

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TriPharma, LLC		03/06/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	VIETAL NUTRITION, LLC		
<b>Street Address:</b>	120 Newport Center Drive		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87338351	TRISYNEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497254100		
<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>	9497254000		
<b>Email:</b>	amina@stradlinglaw.com		
<b>Correspondent Name:</b>	Arnold V Mina		
<b>Address Line 1:</b>	Stradling Yocca Carlson & Rauth		
<b>Address Line 2:</b>	660 Newport Center Drive, Suite 1600		
<b>Address Line 4:</b>	Newport Beach, CALIFORNIA 92660		
<b>ATTORNEY DOCKET NUMBER:</b>	107832-0000		
<b>NAME OF SUBMITTER:</b>	ARNOLD MINA		
<b>SIGNATURE:</b>	ARNOLD MINA		
<b>DATE SIGNED:</b>	03/06/2024		
<b>Total Attachments: 5</b>			
source=IP Assignment - TriPharma -Vietal Nutrition (Trisynex mark)#page1.tif			
source=IP Assignment - TriPharma -Vietal Nutrition (Trisynex mark)#page2.tif			

CH \$40.00.00 87338351

source=IP Assignment - TriPharma -Vietal Nutrition (Trisynex mark)#page3.tif

source=IP Assignment - TriPharma -Vietal Nutrition (Trisynex mark)#page4.tif

source=IP Assignment - TriPharma -Vietal Nutrition (Trisynex mark)#page5.tif

**TRADEMARK**

**REEL: 008362 FRAME: 0900**

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (including all exhibits and schedules hereto, this "IP Assignment Agreement") is effective as of 03/06/24 (the "Effective Date"), by and between TRIPHARMA, LLC, a Delaware limited liability company (the "Assignor"), and VIETAL NUTRITION, LLC., a California limited liability company with business address at 120 Newport Center Dr., Newport Beach, California 92660 ("Assignee"), (each, a "Party" and collectively, the "Parties").

### RECITALS

WHEREAS, Assignor is the owner of certain intellectual property, including but not limited to those listed in Schedule 1 and 2, herein attached (the "Intellectual Property Assets");

WHEREAS, the Assignee is desirous of acquiring all of Assignor's rights, title and interest in and to the Intellectual Property Assets, along with any and all goodwill relating thereto; and

WHEREAS, Assignor agrees to sell, convey, assign, transfer and deliver to Assignee all of its rights, title, and interests in, to, and under, all of the Intellectual Property Assets, including all goodwill associated therewith.

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

### AGREEMENT

1. Assignment. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, free and clear of all liens, all right, title, and interest in, to, and under the Intellectual Property Assets, including, without limitation, the following:

(a) Patents. All right, title, and interest in, to, and under the Intellectual Property Assets that comprise, consist of, or otherwise constitute any Patents, including, without limitation, the following: (i) United States and foreign patents and pending patent applications (including those listed on Schedule 1 attached hereto) and any improvements thereto, including any and all utility models and design registrations granted for any inventions or improvements thereto, whether patented or unpatented; (ii) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof; (iii) rights to obtain patent or equivalent protection therein throughout the world; (iv) rights to claim priority based on the filing dates of applications under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention and all other treaties of like purposes; and (v) rights to causes of action and remedies related thereto, including, without limitation, the right to sue, obtain relief, and recover any and all damages and profits, or seek injunctive relief, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

(b) Trademarks. All right, title, and interest in, to, and under the Intellectual Property Assets that comprise, consist of, or otherwise constitute any Trademarks including, without

limitation, the following: (i) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin together with the goodwill of the business that is symbolized thereby or associated therewith; (ii) renewals or renewal rights therein; (iii) rights to obtain registrations thereof throughout the world; (iv) rights to causes of action and remedies related thereto, including, without limitation, the right to sue, obtain relief, and recover any and all damages and profits, or seek injunctive relief, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

(c) Copyrights. All right, title, and interest, in, to, and under the Intellectual Property Assets that comprise, consist of, or otherwise constitute any Copyrights, including, without limitation, the following: (i) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration; (ii) renewals or renewal rights therein; (iii) rights to obtain registrations of such copyrights in the United States and throughout the world; (iv) rights to causes of action and remedies related thereto, including, without limitation, the right to sue, obtain relief, and recover any and all damages and profits, or seek injunctive relief, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

(d) Trade Secrets. All right, title, and interest in, to and under the Intellectual Property Assets that comprise, consist of, or otherwise constitute any Trade Secrets, including, without limitation, the following: (i) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; and (ii) rights to sue, obtain relief, and recover any and all damages and profits, or seek injunctive relief, and any and all other remedies, for past, present, or future misappropriations or violations thereof, all in Assignee's sole name.

(e) Other Intellectual Property. All right, title, and interest in, to and under any other Intellectual Property Assets not specifically described in Sections 2(a) through 2(d), above.

2. Further Acts. Assignor agrees, without further consideration, to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable in the view of the Assignee to consummate and make effective the assignment contemplated herein and in the Agreement; including, without limitation, the execution of such documents, the filing of such instruments, and the taking of any such other actions as may be necessary or appropriate to vest all right, title, and interest in all of the Intellectual Property Assets in Assignee or its assignee and to consolidate, confirm, and record all aspects thereof.

3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the Parties' respective successors and assigns.

4. Severability. In the event that any one or more of the provisions contained in this Assignment shall be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Assignment shall not be in any way impaired.

5. Governing Law. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of California.

6. Reproduction Valid as Original. Any photocopy, facsimile, or other copy of this Assignment shall be treated for all purposes as though it were an executed original.

7. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals.

*Signature page follows.*

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto on the day and year first above written.

**ASSIGNOR:**

TRIPHARMA, LLC

By: Evan Dameshek 

Name: \_\_\_\_\_

Title: Chairman

**ASSIGNEE:**

VIETAL NUTRITION, LLC

By: Evan Dameshek 

Name: \_\_\_\_\_

Title: Chairman

**Schedule 1**

Patents

**Schedule 2**

Trademark

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
TRISYNEX (word mark)	87/338,351	02-16-2017