OP \$190.00 190211

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM338141

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--------------------------|--|
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | |
| EFFECTIVE DATE: | 04/03/2015 | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------|----------|----------------|--------------------------------------|
| Seaborne, LLC | | 04/03/2015 | LIMITED LIABILITY COMPANY: HAWAII |

RECEIVING PARTY DATA

| Name: | Roger I Ogata | |
|--------------------|---------------------------|--|
| Doing Business As: | Wellness Concepts | |
| Street Address: | 1551 Kaminaka Drive | |
| City: | Honolulu | |
| State/Country: | HAWAII | |
| Postal Code: | 96806 | |
| Entity Type: | INDIVIDUAL: UNITED STATES | |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 1902118 | |
| Registration Number: | 1907926 | |
| Registration Number: | 1986283 | ESSENTIALGOLD |
| Registration Number: | 1899568 | ESSENTIALSEA |
| Registration Number: | 1889143 | LIFE FROM THE SEA |
| Registration Number: | 1933869 | SEABORNE |
| Registration Number: | 1912727 | SEABORNE |

CORRESPONDENCE DATA

Fax Number: 4048853900

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.

Phone: 4048853155

Email: trademarks@troutmansanders.com

Correspondent Name: Austin Padgett, Esq.

Address Line 1: 600 Peachtree Street NE, Suite 5200

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 10899.104977

TRADEMARK REEL: 005497 FRAME: 0258

| NAME OF SUBMITTER: | Austin Padgett | |
|--------------------|------------------|--|
| SIGNATURE: | /austin padgett/ | |
| DATE SIGNED: | 04/14/2015 | |
| | | |

Total Attachments: 2

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TRADEMARK REEL: 005497 FRAME: 0259

TNUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the date provided in the recitals by and between **Seaborne**, **LLC**, a Hawaii limited liability company ("Assignor"), and **Roger I. Ogata d/b/a Wellness Concepts**, a U.S. citizen residing in the State of Hawaii, having its principal place of business located at 1551 Kaminaka Drive, Honolulu, Hawaii 96806 USA ("Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, Assignor is the owner of the trademarks listed in Exhibit A of this agreement (collectively, the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment to retroactively effect the transfer of all right, title, and interest in and to the Marks to Assignee as of 3rd day of April, 2015 ("Effective Date");

NOW, THEREFORE, for and in consideration of the promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree:

- 1. <u>Transfer and Assignment</u>. Assignor hereby sells, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Marks on a worldwide basis, together with the goodwill associated with the Marks, together with the right to bring all causes of action (in law or equity), claims or demands relating to ownership and rights in and to the Marks including, without limitation, past, present, or future infringement, dilution or misappropriation actions along with the right to seek, recover and retain any damages.
- 2. <u>Further Assurances</u>. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments in Assignor's possession, and to do any and all further reasonable acts that are deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Marks and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental or private authority, agency or registry of the United States and internationally.
- 3. <u>Binding Effect</u>. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective heir, personal representatives, successors and assigns.
- 4. <u>Counterpart; Electronic Signature</u>. This Assignment may be executed in several counterparts, each of which shall be deemed an original and shall together constitute one and the same Assignment. Electronic signatures shall be deemed to constitute the original signature of such party hereto.

IN WITNESS WHEREOF, the Parties hereto have executed the Assignment and the transfer shall be retroactively executed as of the Effective Date.

"ASSIGNOR" (Seaborne, LLC)

"ASSIGNEE"

(Roger I. Ogata d/b/a Wellness Concepts)

Name: Roger I. Ogata

Name: Roger I. Ogata

Title: President & CEO

Title: Individual and Owner

Exhibit A

Trademarks

| Marks | Registration No. |
|-------------------|------------------|
| CIRCLE LOGO | 1,902,118 |
| CIRCLE LOGO | 1,907,926 |
| ESSENTIALGOLD | 1,986,283 |
| ESSENTIALSEA | 1,899,568 |
| LIFE FROM THE SEA | 1,889,143 |
| SEABORNE | 1,933,869 |
| SEABORNE | 1,912,727 |

Active 25276976v1

RECORDED: 04/14/2015

TRADEMARK REEL: 005497 FRAME: 0261