

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/29/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marine Nutraceutical Corporation		09/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Marine Nutraceutical Trust		
Street Address:	794 Sunrise Boulevard		
City:	Mt. Bethel		
State/Country:	PENNSYLVANIA		
Postal Code:	18343		
Entity Type:	Trust: DELAWARE		
Composed Of:	• Olav E Sandnes, UNITED STATES, INDIVIDUAL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3044308	BIOMARINE	
CORRESPONDENCE DATA			
Fax Number:	8665146015		
<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:	8015354678		
Email:	gpierce@pierceiplaw.com		
Correspondent Name:	Gary D.E. Pierce, Pierce IP Law, PLLC		
Address Line 1:	299 S Main St		
Address Line 2:	Suite 1300		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Gary D.E. Pierce, Attorney of Record		
SIGNATURE:	/Gary Pierce/		
DATE SIGNED:	11/04/2016		
Total Attachments: 3			
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OP \$40.00 3044308

TRADEMARK ASSIGNMENT

(Nunc Pro Tunc)

This Agreement is entered into freely by and between Marine Nutraceutical Corporation, a corporation organized under the laws of Delaware, having a principal business office at 794 Sunrise Boulevard, Mt. Bethel, Pennsylvania 18343 (hereinafter referred to as "Assignor") and Marine Nutraceutical Trust, a trust organized under the laws of Delaware, having a principal business office at 794 Sunrise Boulevard, Mt. Bethel, Pennsylvania 18343 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark "BIOMARINE" which was registered in the U.S. Patent and Trademark Office as Registration No. 3,044,308 (hereinafter referred to as the "Trademark");

WHEREAS, the Assignor desires to convey, transfer, assign and deliver to the Assignee all of its rights, title and interest in and to the Trademark along with the goodwill associated therewith; and

WHEREAS, Assignee has previously been assigned the entire right, title, and interest in and to the Trademark and thereof is now desirous of confirming such assignment and of further securing its ownership of the mark;

NOW THEREFORE, Assignor hereby confirms that on or about December 29, 2011, in consideration of ten dollars (\$10.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, THE ASSIGNOR ASSIGNED TO THE ASSIGNEE the entire right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by and associated with the mark.

1. Assignment.

1.1 The Assignor is assigning its interest in the Trademark and associated goodwill, all related income and royalties and any money due or that becomes due relating to an infringement or misappropriation of the Trademark as well as the right to sue for all future and past infringement and misappropriations.

1.2 Subject to the foregoing paragraph, the Assignor hereby conveys, transfers, assigns and delivers to the Assignee all of its rights, title and interest in and to the Trademark, together with (1) the goodwill; (2) all income, royalties and damages that become due or payable to the Assignor with respect to the Trademark, including damages and payments for past, present and future infringements or misappropriations of the Trademark.

1.3 No share, interest, assignment or other right to the Trademark has been transferred, assigned or granted to any other party.

1.4 The Assignor further conveys, transfers, assigns, delivers and contributes to the Assignee all rights in the Trade Dress, labels and designs associated with the Trademark.

1.5 The Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in the Assignee full right, title and interest in the Trademark.

1.6 The Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks, to issue any and all certificates of registration of the mark to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

2. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- 2.1 Assignor has the right, power and authority to enter into this Agreement;
- 2.2 Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights in the Trademark;
- 2.3 The Trademark is free of any liens, security interests, encumbrances or licenses;
- 2.4 There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- 2.5 This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- 2.6 Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. **General Provisions.**

3.1 **Effect on Heirs & Successors.** This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assignees of the parties to this Agreement.

3.2 **Waiver, Amendment, Modification.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, or any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any part of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party or any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

3.3 **Severability.** If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

