

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Windmill Health Products LLC		03/23/2017	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Nerium International, LLC		
Street Address:	4006 Belt Line Road, Suite 100		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4157309	YOUTH FACTORS	
CORRESPONDENCE DATA			
Fax Number:	2149993623		
<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:	214.999.4682		
Email:	ip@gardere.com, lhemphill@gardere.com		
Correspondent Name:	Lisa R. Hemphill/Gardere Wynne Sewell		
Address Line 1:	2021 McKinney Ave., Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Lisa R. Hemphill		
SIGNATURE:	/Lisa R. Hemphill/		
DATE SIGNED:	04/20/2017		
Total Attachments: 2			
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OP \$40.00 4157309

Exhibit A to SOW

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of March 23, 2017 (the "Effective Date"), by Windmill Health Products LLC, a New Jersey limited liability company with offices at 10 Henderson Dr., West Caldwell, New Jersey 07006 ("Assignor"), and Nerium International, LLC, a Texas limited liability company, having an address at 4006 Belt Line Road, Suite 100, Addison, Texas 75001 ("Assignee").

WHEREAS, Assignor has adopted and is using the trademark YOUTH FACTORS (hereinafter the "Mark") and is the owner of all right, title and interest in and to the following U.S. registration for the Mark:

U.S. Registration No. 4,157,309 for YOUTH FACTORS in Class 05 for dietary and nutritional supplements with a first use date of March 19, 2010

and all associated trademark applications, common law rights and goodwill of the business associated with or symbolized by the Mark or through use of the Mark anywhere in the world;

WHEREAS, Assignor represents and warrants that (i) the above referenced registration is valid; (ii) Assignor has to the best of Assignor's knowledge used the Mark in connection with supplements; either directly or through a licensee since at least as early as March 19, 2010; (iii) Assignor has complied with all applicable laws and regulations, as applicable; (iv) to the best of Assignor's knowledge there have been no claims or allegations that use of the Mark infringes the rights of another, whether by infringement or dilution; and

WHEREAS, Assignee, reasonably relying on Assignor's representations provided herein, wishes to acquire any and all rights Assignor has in and to the Mark, together with any goodwill of the business in connection with which the Mark is used or may be used, and which is symbolized by the Mark, and all associated common law rights, statutory, and all other rights of Assignor in such Mark.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably sells, assigns and conveys to Assignee, all of Assignor's right, title and interest in and to the Mark throughout the world, including the above-identified U.S. registration and any trademark applications, together with the goodwill of the business in connection with which such Mark has been used anywhere in the world, and which is symbolized by such Mark, and any and all associated common law rights, statutory, and all other rights of Assignor in such Mark.

Assignor further hereby irrevocably sells, assigns and conveys to Assignee all of Assignor's rights, claims and causes of action against any third party for past, present or future misappropriation or infringement of any rights in or associated with the Mark or the goodwill of the business associated with or symbolized by the Mark, together with the right, but not the obligation to sue and recover damages and relief in Assignee's own name, to have and to hold the same for Assignee's own use and benefit and for the benefit of Assignee's successors, assigns and legal representatives.

Assignor agrees to execute and deliver, at the request and sole expense of Assignee, all papers, instruments and assignments necessary, and to perform any other reasonable acts Assignee may require, in order to fully vest in Assignee all of Assignor's right, title and interest in and to the Mark, including all registrations and applications, and all associated common law rights and associated goodwill. Any dispute regarding this Assignment shall be adjudicated under Texas law in the State of Texas.

IN WITNESS WHEREOF, a duly authorized agent of Assignor has caused this instrument to be executed and effective as of the date first written above.

ASSIGNOR:
Windmill Health Products LLC

By: 
Printed Name: Scott Yagoda
Title: General Counsel