

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American River Nutrition, Inc.		07/01/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	American River Nutrition, LLC		
Street Address:	333 Venture Way		
City:	Hadley		
State/Country:	MASSACHUSETTS		
Postal Code:	01035		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87259097	ALPHAGOLD	
Serial Number:	87259101	TRIPLEGOLD	
Serial Number:	86934107	KERANIL	
Registration Number:	2818341	DELTAGOLD	
Registration Number:	4956154	GAMMAGOLD	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	09/14/2018		
Total Attachments: 9			

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of July 1, 2018 (the “**Effective Date**”), is between American River Nutrition, Inc., a Massachusetts corporation (“**Assignor**”), and American River Nutrition, LLC, a Delaware limited liability company (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the date hereof (the “**Contribution Agreement**”), pursuant to which Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment; and

WHEREAS, pursuant to the Contribution Agreement, the Assignee has purchased from and is the successor to the ongoing and existing business of the Assignor, or portion of the business for which the Assigned IP (as defined herein) will be used.

NOW, THEREFORE, in consideration of the transactions contemplated by the Contribution Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (collectively, the “**Assigned IP**”):

a. the trademarks, logos, and brand names, whether registered, pending, unregistered or arising by an applicable law of any jurisdiction throughout the world, set forth on Schedule A and all registrations and applications for registration of such trademarks, and all issuances, extensions and renewals thereof together with all common law rights associated with the trademarks and the goodwill of the business connected with the use of, and symbolized by the trademarks;

b. the patents and patent applications set forth in Schedule B hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

c. all rights of any kind whatsoever of Assignor accruing under the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

d. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned IP; and

e. any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

3. Relationship to Contribution Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Contribution Agreement. This Assignment is made without representation, warranty, covenant, agreement, or indemnity, except as provided in or by the Contribution Agreement, and neither Assignee nor Assignor make or provide any additional representations, warranties, covenants, agreements, or indemnities in this Assignment. The terms of the Contribution Agreement, including, without limitation, Assignor's and Assignee's representations, warranties, covenants, agreements, and indemnities contained therein, are incorporated herein by reference. Assignor and Assignee each acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded by this Assignment but shall remain in full force and effect to the full extent provided therein. In the event that any provision of this Assignment is construed to conflict with a provision in the Contribution Agreement, the provision in the Contribution Agreement shall be deemed to be controlling.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the respective parties hereto and their respective successors and assigns.

5. Governing Law. The validity and construction of this Assignment shall be governed by the internal laws (and not the choice-of-law rules) of the State of Connecticut. Each party hereby irrevocably submits to the jurisdiction of any state or federal court sitting in the County of Hartford, Connecticut over any action, claim, suit or proceeding initiated by another party and arising out of or relating to this Assignment or the transactions contemplated hereby, and each party hereby irrevocably agrees that all claims in respect of any such action, claim, suit or proceeding shall be heard and determined in any such state or federal court.

6. Counterparts. This Assignment may be executed in multiple counterparts (including electronically or by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR:

AMERICAN RIVER NUTRITION, INC.

By:  _____

Name: *Carrie Jan*

Title: *President*

ASSIGNEE:

AMERICAN RIVER NUTRITION, LLC

By: _____

Name:

Title:

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR:

AMERICAN RIVER NUTRITION, INC.

By: _____

Name:

Title:

ASSIGNEE:

AMERICAN RIVER NUTRITION, LLC

Philip Lizotte

By: _____

Name: L. Philip Lizotte

Title: Manager

SCHEDULE A

Pending Federal Applications

Country	Mark	Appl. No.	Appl. Date
United States	ALPHAGOLD	87/259,097	December 6, 2016
United States	TRIPLEGOLD	87/259,101	December 6, 2016
United States	KERANIL	86/934,107	March 9, 2016

Issued Federal Registrations

Country	Mark	Reg. No	Reg. Date
United States	DeltaGOLD Stylized	2,818,341	February 24, 2004
United States	GAMMAGOLD	4,956,154	May 10, 2016

SCHEDULE B

Issued Patents

Country	Title	Patent No	Issue Date
United States	Tocotrienols and geranylgeraniol from <i>Bixa orellana</i> byproducts	6,350,453	02/26/2002
United States	Annatto extract compositions, including geranyl geraniols and methods of use	7,989,006	08/02/2011
United States	Annatto extract compositions, including geranyl geraniols and methods of use	8,293,290	10/23/2012
United States	Annatto extract compositions including tocotrienols and tocopherols and methods of use	8,586,109	11/19/2013
United States	COQ10 (Ubiquinone, Ubiquinol), Vitamin E (Tocotrienol, Tocopherol) and methods of use	9,949,938	04/24/2018
European	Annatto Extract Compositions including Tocotrienols and Tocopherols and Methods of Use	EP1617724	08/20/2014
Switzerland	Annatto Extract Compositions including Tocotrienols and Tocopherols and Methods of Use	Unknown (Based on EP EP1617724)	Unknown
France	Annatto Extract Compositions including Tocotrienols and Tocopherols and Methods of Use	Unknown (Based on EP EP1617724)	Unknown
Great Britain	Annatto Extract Compositions including Tocotrienols and Tocopherols and Methods of Use	Unknown (Based on EP EP1617724)	Unknown
Germany	Annatto Extract Compositions including Tocotrienols and Tocopherols and Methods of Use	602004045676.4 (Based on EP EP1617724)	Unknown
Italy	Annatto Extract Compositions including Tocotrienols and Tocopherols and Methods of Use	502014902306893 (Based on EP EP1617724)	Unknown
Singapore	Annatto Extract Compositions including Tocotrienols and Tocopherols and Methods of Use	2010050664	11/3/2015
Spain	Annatto Extract Compositions including Tocotrienols and	4750079.8	Unknown

Country	Title	Patent No	Issue Date
	Tocopherols and Methods of Use	(Based on EP EP1617724	
European	Tocotrienols and Geranylgeraniol from Bixa Orellana Byproducts	EP1235822	10/22/2003
France	Tocotrienols and Geranylgeraniol from Bixa Orellana Byproducts	1235822	
Germany	Tocotrienols and Geranylgeraniol from Bixa Orellana Byproducts	DE60006151D1	11/27/2003
Great Britain	Tocotrienols and Geranylgeraniol from Bixa Orellana Byproducts	1235822	
Singapore	Annatto Extract Compositions, Including Geranyl Geraniols and Methods of Use	116220	1/13/2012
Spain	Tocotrienols and Geranylgeraniol from Bixa Orellana Byproducts	ES2209890T3	07/01/2004
Spain	Tocotrienols and Geranylgeraniol from Bixa Orellana Byproducts	1235822	
Canada	Annatto extract compositions, including geranyl geraniols and methods of use	2,847,543	05/15/2018
Canada	Annatto extract compositions, including geranyl geraniols and methods of use	2,521,149	03/25/2014
Canada	Use of Vitamin E tocotrienols for the inhibition of intracellularly obligate pathogen chlamydia	2,605,275	06/30/2015
European	Use of Vitamin E Tocotrienols for the Inhibition of Intracellularly Obligate Pathogen Chlamydia	EP1885353	01/07/2015
Switzerland	Use of Vitamin E Tocotrienols for the Inhibition of Intracellularly Obligate Pathogen Chlamydia	Unknown (Based on EP1885353)	Unknown
France	Use of Vitamin E Tocotrienols for the Inhibition of Intracellularly Obligate Pathogen Chlamydia	Unknown (Based on EP1885353)	Unknown
Great Britain	Use of Vitamin E Tocotrienols for the Inhibition of Intracellularly Obligate Pathogen Chlamydia	Unknown (Based on EP1885353)	Unknown
Italy	Use of Vitamin E Tocotrienols for the Inhibition of Intracellularly	520015000009070	Unknown

Country	Title	Patent No	Issue Date
	Obligate Pathogen Chlamydia	(Based on EP1885353)	
Spain	Use of Vitamin E Tocotrienols for the Inhibition of Intracellularly Obligate Pathogen Chlamydia	6751197.2 (Based on EP1885353)	Unknown
Germany	Use of Vitamin E Tocotrienols for the Inhibition of Intracellularly Obligate Pathogen Chlamydia	6002006044254.8 (Based on EP1885353)	Unknown
Spain	Annatto Extract Compositions including Tocotrienols and Tocopherols and Methods of Use	ES2505252T3	10/09/2014

Pending Patent Applications

Country	Title	Appl. No	Filing Date
United States	Non-synthetic emulsion-based lipid formulations and methods of use	14/866,726	09/25/2015
United States	Xanthorrhizol, Tocochromanol (Tocotrienol), Geranylgeraniol, and methods of Use	62/568,323	10/05/2017
United States	Annatto Extract Insect Repellency and Method of Use	62/584,641	11/10/2017
Canada	Non-synthetic emulsion-based lipid formulations and methods of use	2,962,900	09/25/2015
Canada	Annatto extract compositions including tocotrienols and tocopherols and methods of use	2,521,020	04/12/2004
Canada	COQ10 (ubiquinone, ubiquinol), Vitamin A (retinoic acid, retinol), Vitamin E (tocotrienol, tocopherol) and methods of use	2,916,513	07/03/2014
Australia	COQ10 (ubiquinone, ubiquinol), Vitamin A (retinoic acid, retinol), Vitamin E (tocotrienol, tocopherol) and methods of use	AU2014285095	02/25/2016
European	Non-synthetic Emulsion-Based Lipid Formulations and Methods of Use	EP3200769	08/09/2017
European	COQ10 (ubiquinone, ubiquinol), Vitamin A (retinoic acid, retinol),	EP3016644	01/25/2017

Country	Title	Appl. No	Filing Date
	Vitamin E (tocotrienol, tocopherol) and methods of use		
European	Annatto Extract Compositions, Including Geranyl Geraniols and Methods of Use	EP2465516	04/08/2004
Malaysia	Use of Vitamin E tocotrienols for the Inhibition of Intracellularly Obligate Pathogen Chlamydia	MY162076	05/31/2017
Malaysia	Non-synthetic Emulsion-Based Lipid Formulations and Methods of Use	PI 2017000467	09/25/2019
Malaysia	Annatto Extract Compositions including Tocotrienols and Tocopherols and Methods of Use	MY150466	01/30/2014
Malaysia	Annatto Extract Compositions, including Geranyl Geraniols and Methods of Use	MY145032	12/15/2011
Singapore	Non-synthetic Emulsion-Based Lipid Formulations and Methods of Use	SG1120170254 3Y	09/25/2015