

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milk Specialties Company, a/k/a Milk Specialties Global		09/24/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Energy Booster Newco, LLC		
Street Address:	7500 Flying Cloud Drive		
Internal Address:	Suite 500		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	73651656	ENERGY BOOSTER 100	
Serial Number:	86205110	ENERGY BOOSTER HP	
Serial Number:	86480373	ENERGY BOOSTER K	
Serial Number:	86205140	ENERGY BOOSTER MAG	
Serial Number:	86205126	ENERGY BOOSTER SELECT	
Serial Number:	87556200	EB-MET	
Serial Number:	88056585	ENERGY BOOSTER MERGE	
Serial Number:	88056584	ENERGY BOOSTER MERGE HM	
Serial Number:	88056580	EB-LYS	
Serial Number:	88056582	EB-CHOL	
Serial Number:	88056574	EB-LYS	
Serial Number:	88056578	EB-CHOL	
Serial Number:	88073835	EB-MET	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$340.00 73651656

Email: mengel@winthrop.com
Correspondent Name: Winthrop & Weinstine P.A.
Address Line 1: 225 South Sixth Street, Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: Ask Martha Engel

NAME OF SUBMITTER: Martha J. Engel

SIGNATURE: /Martha J. Engel/

DATE SIGNED: 09/25/2018

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made effective as of September 24, 2018, by and between Milk Specialties Company, a/k/a Milk Specialties Global, a Delaware corporation, having its principal place of business at Suite 500, 7500 Flying Cloud Drive, Eden Prairie, MN 55344 (“Assignor”) and Energy Booster Newco, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark registrations set forth on Exhibit A attached hereto, together with all common law rights associated therewith and the goodwill associated therewith and symbolized thereby; and

WHEREAS, Assignor and Assignee have entered into that certain Contribution and Subscription Agreement, dated as of the date hereof (the “Contribution Agreement”), under which, among other things, Assignor agreed to transfer to Assignee all of Assignor’s right, title and interest in the Assets, which include the Registered IP Assets as set forth on Exhibit A hereto (the “Transferred Marks”), as well as the goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee in perpetuity, and Assignee hereby accepts, any and all right, title, and interest, including all statutory and common law rights, in the United States and throughout the world, whether now or hereafter existing, in and to the Transferred Marks, together with all goodwill of Assignor associated with, and symbolized by, the Transferred Marks. Assignor also hereby confirms the assignment of that portion of Assignor’s ongoing and existing business to which the Transferred Marks pertain within the meaning of Section 10(a) of the Lanham Act, 15 U.S.C. § 1060(a). Assignee is the successor of the business to which the Transferred Marks relate. As part of such assignment, Assignor assigns, transfers, and conveys to Assignee, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully as the same would have been held and enjoyed by Assignor if this Assignment had not been made, the following:

- a. all applications, registrations, issuances, extensions and renewals of the Transferred Marks;
- b. the right to prosecute, maintain and defend the Transferred Marks before any public or private agency, office or registrar, including by filing extensions and all other applications relating to the Transferred Marks;
- c. the right, if any, to claim priority based on the filing dates of any of the Transferred Marks under the Paris Convention for the Protection of Industrial Property and all other treaties of like purposes;

- d. the right to sue and recover damages or other compensation for past, present or future infringement, claim of unfair competition, likelihood of confusion or dilution or any other claim or cause of action related to the Transferred Marks, the right to sue and obtain equitable relief, including injunctive relief, in respect of any such claim or cause of action and the right to fully and entirely stand in the place of Assignor in all matters related thereto; and
- e. all rights to collect royalties and other payments under or on account of any of the Transferred Marks or any other rights identified in this Assignment.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in each applicable foreign country or multinational authority, to (a) record Assignee as the assignee and owner of the entire interest in the Transferred Marks or other rights identified in this Assignment at Assignee's sole expense; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications as may be warranted by this Assignment; and (c) issue any and all registrations, certificates, or other governmental grants or issuances that may be granted upon any of the Transferred Marks or other rights identified in this Assignment in the name of Assignee, as the assignee to the entire interest therein.

3. Further Assurances. At any time and from time to time after the date hereof, Assignor shall promptly execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption and confirmation, and take such other action as Assignee may reasonably request to carry out the purpose and intent of this Assignment, including any act necessary or desirable for obtaining, sustaining or reissuing any registrations for the Transferred Marks and any other rights identified in this Assignment, and to transfer, convey, assign and deliver to Assignee the title in and to the Transferred Marks and other rights identified in this Assignment, and to confirm Assignee's acceptance, assumption and undertaking with respect thereto.

5. Contribution Agreement. Nothing herein shall be deemed to extend or amplify the rights, remedies, duties, or obligations of Assignee or Assignor under the Contribution Agreement and, to the extent that there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede and prevail. Except as otherwise provided herein, all capitalized terms used and not defined herein (including the recitals hereto) shall have the respective meanings assigned to such terms in the Contribution Agreement.

6. Miscellaneous.

(a) Headings. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.

(b) Governing Law. This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.

(c) Counterparts and Facsimile Signatures. This Assignment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Delivery of an executed counterpart of this Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

(d) Amendments. This Assignment shall not be amended except by an instrument in writing signed on behalf of each of the parties.

(e) Successors and Assigns. This Assignment is executed by, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns for the uses and purposes above set forth.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

MILK SPECIALTIES COMPANY

By: *George S. Wells*
Name: George Eddie Wells
Title: President

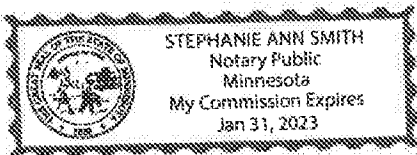
State of Minnesota

County of Hennepin

On September 24, 2018, before me, Stephanie A. Smith, the undersigned, a Notary Public for the state, personally appeared George Eddie Wells, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Minnesota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Stephanie A. Smith*

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006444 FRAME: 0207

ASSIGNEE:

ENERGY BOOSTER NEWCO, LLC

By: George S. Wells
Name: George Eddie Wells
Title: President

ACKNOWLEDGEMENT

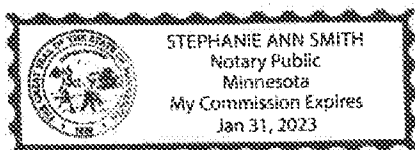
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WITNESS my hand and official seal.



Signature Stephanie A. Smith

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006444 FRAME: 0208

Exhibit A

Transferred Marks

Trademark	Country	Filing Date	App. No.	Reg. Date	Reg. No.	Status
ENERGY BOOSTER 100	US	3/27/1987	73/651,656	4/12/1988	1484492	Registered
ENERGY BOOSTER HP	US	2/26/2014	86/205,110	9/9/2014	4603512	Registered
ENERGY BOOSTER K	US	12/15/2014	86/480,373	12/8/2015	4868578	Registered
ENERGY BOOSTER MAG	US	2/26/2014	86/205,140	11/25/2014	4646873	Registered
ENERGY BOOSTER SELECT	US	2/26/2014	86/205,126	11/25/2014	4644103	Registered
EB-MET	US	8/4/2017	87/556,200			Allowed
ENERGY BOOSTER	China	4/15/2009	7326149	10/14/2010	7326149	Registered
ENERGY BOOSTER	Japan	6/8/2007	2007-58248	1/9/2009	5195895	Registered
ENERGY BOOSTER 100	Korea	3/8/2006	2006-0012056	10/31/2006	683734	Registered
ENERGY BOOSTER MERGE	US	7/28/2018	88/056,585			Pending
ENERGY BOOSTER MERGE HM	US	7/28/2018	88/056,584			Pending
EB-LYS	US	7/28/2018	88/056,580			Pending
EB-CHOL	US	7/28/2018	88/056,582			Pending
	US	7/28/2018	88/056,574			Pending
	US	7/28/2018	88/056,578			Pending
	US	8/10/2018	88/073,835			Pending