# OP \$40.00 87782783

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM492799

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DIVIDED LABS LLC		09/05/2018	Limited Liability Company: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	JRM NUTRASCIENCES, LLC	
Street Address:	53 Merrick Rd, Suite 193	
City:	Freeport	
State/Country:	NEW YORK	
Postal Code:	11520	
Entity Type:	Limited Liability Company: CALIFORNIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87782783	LAXOPURE

### **CORRESPONDENCE DATA**

**Fax Number:** 8887573817

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:** 8589222170

Email: foster@tdfoster.com
Correspondent Name: Thomas D Foster

Address Line 1: 11622 El Camino Real, Suit 100
Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:	Thomas D. Foster
SIGNATURE:	/Thomas D. Foster/
DATE SIGNED:	10/04/2018

**Total Attachments: 2** 

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made as of September 5, 2018, by and between DIVIDED LABS LLC, an Illinois limited liability company ("Assignor") with offices at 2815 Forbs Avenue Suite 107 Hoffman Estates ILLINOIS 60192 and JRM NUTRASCIENCES, LLC, a Delaware limited liability company ("Assignee") with offices at 53 Merrick Rd, Suite 193 Freeport NEW YORK 11520. Each of Assignor and Assignee is individually referred to from time to time herein as a "Party' and collectively as the "Parties".

WHEREAS, Assignor wishes to assign and transfer all right, title and interest to the Assigned Trademark(s) (defined below).

U.S. Trademark Application Serial Number: 87782783

Mark LAXOPURE

IC 001: Chemical compounds, namely, laxogenin and 5alpha-hydroxy-laxogenin for use in the manufacture of dietary supplements and pharmaceuticals; chemical compounds, namely, laxogenin and 5alpha-hydroxy-laxogenin for use in dietary supplements and pharmaceuticals

### NOW THEREFORE, the Parties agree as follows:

- 1. Assignment. In consideration for the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably transfers, assign, conveys, sells and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the trademarks set forth in Schedule 1 hereto (the "Assigned Trademarks) together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, including but not limited to: (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (b) any and all royalties; fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (c) any and all claims and causes of action, with respect to any of the foregoing, 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. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall, at Assignee's sole cost and expense, take such steps and actions following the date hereto: including the execution of any documents, tiles, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

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- 3. Counterparts. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but any of which will constitute one agreement.
- 4. Successors and Assigns; No Third Party Beneficiaries. This Trademark Assignment will inure to the benefit of and be binding upon the heirs, successors and assigns of the Parties. Nothing in this Trademark Assignment will confer upon any person not a party to this Trademark Assignment any rights or remedies of any nature or kind whatsoever under or by reason of this Trademark Assignment.
- 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

**DIVIDED LABS LLC** 

Connor Cummings, Manager

JRM NUTRASCIENCES, LLC

Jason Mancuso, Manager

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**RECORDED: 10/04/2018** 

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