

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JDS Therapeutics, LLC		10/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bonafide Health, LLC		
Street Address:	1 Manhattanville Road		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88068625	RISTELA	
Serial Number:	88068630	BONAFIDE	
Serial Number:	88068633	STRONGER BY NATURE	
Serial Number:	88068643	ENERELLE	
Serial Number:	88027805	BONAFIDE	
Serial Number:	88027810	DECLARE	
Registration Number:	4751001	RELIZEN	
Registration Number:	4569774	RELIZEN	
CORRESPONDENCE DATA			
Fax Number:	2129408776		
<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:	212-940-8800		
Email:	jessica.kraver@kattenlaw.com		
Correspondent Name:	Jessica Garrett Kraver		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	100511-00051		
NAME OF SUBMITTER:	Jessica G. Kraver		

CH \$215.00 88068625

SIGNATURE:	/Jessica G. Kraver/
DATE SIGNED:	10/18/2018
Total Attachments: 6 source=JDS Therapeutics - Omnibus IP Assignment - Bonafide Health#page1.tif source=JDS Therapeutics - Omnibus IP Assignment - Bonafide Health#page2.tif source=JDS Therapeutics - Omnibus IP Assignment - Bonafide Health#page3.tif source=JDS Therapeutics - Omnibus IP Assignment - Bonafide Health#page4.tif source=JDS Therapeutics - Omnibus IP Assignment - Bonafide Health#page5.tif source=JDS Therapeutics - Omnibus IP Assignment - Bonafide Health#page6.tif	

WORLDWIDE OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

This Worldwide Omnibus Assignment of Intellectual Property (this "Assignment") is entered into this 11th day of October, 2018 (the "Effective Date"), and is by and between JDS Therapeutics, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having offices at 1 Manhattanville Road, Purchase, New York 10577, United States ("Assignor") and Bonafide Health, LLC, a limited liability company organized and existing under the laws of the State of New York, having offices at 1 Manhattanville Road, Purchase, New York 10577, United States ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations identified on Schedule A, attached hereto and made a part hereof, and all common law rights in the corresponding trademarks shown (collectively, the "Trademarks").

WHEREAS, Assignee wishes to acquire all of Assignor's ownership, right, title and interest in and to the Trademarks and the goodwill associated therewith, all as more specifically set forth herein.

WHEREAS, Assignor wishes to transfer and assign to Assignee, all right, title, interest and ownership in and to the Trademarks and related goodwill, free and clear of all liens, claims and encumbrances, pursuant to the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the portion of the business appurtenant thereto, including the goodwill of the business; all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks; and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the Trademarks and the rights thereto.

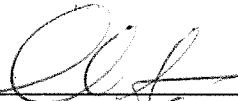
Following the execution of this Assignment and at Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in all of Assignor's applications and registrations in those countries as set forth in the annexed Schedule A, and all related goodwill. At the request of Assignee, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future timely execute and deliver all such assignment documents to Assignee. Until such time as all of the assignments of the Trademarks in all countries as set forth in the annexed Schedule A are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Assignment, to be the owner of the Trademarks.

If it shall be necessary to record this Assignment or other confirmatory documentation during the Interim Period, or in the event that any of the Trademarks shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to record and

file assignments and other materials confirming ownership by Assignee and to maintain and enforce the Trademarks.


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

JDS THERAPEUTICS, LLC

By: 
Name: Michael Satou
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

BONAFIDE HEALTH, LLC

By: 
Name: Michael Satou
Title: CEO

STATE OF)
) ss.:
COUNTY OF)

ACKNOWLEDGMENT

On this 11 day of October, 2018, before me came Michael Setow, who stated that he/she is the CEO of JDS Therapeutics, LLC and acknowledged that he/ she executed the above instrument as the act and deed of JDS Therapeutics, LLC with full authority to do so.

Gail Marie Kraljevic
Notary Public

GAIL MARIE KRALJEVIC
Notary Public, State of New York
No. 01KR6015426
Qualified in Westchester County
My Commission Expires 10/26/2018

STATE OF)
) ss.:
COUNTY OF)

ACKNOWLEDGMENT

On this 11 day of October, 2018, before me came Michael Satow, who stated that he/she is the CEO of Bonafide Health, LLC and acknowledged that he/ she executed the above instrument as the act and deed of Bonafide Health, LLC with full authority to do so.

Gail Marie Kraljevic
Notary Public

GAIL MARIE KRALJEVIC
Notary Public, State of New York
No. 01KR6015426
Qualified in Westchester County
Commission Expires 10/26/2018

SCHEDULE A

The Trademarks

Jurisdiction	Mark	Application Number	Registration Number
United States	RISTELA	App 88068625	
United States	Bonafide	App 88068630	
United States	STRONGER BY NATURE	App 88068633	
United States	ENERELLE	App 88068643	
United States	BONAFIDE	App 88027805	
United States	DECLARE	App 88027810	
United States	relizen 	App 86354929	Reg 4751001
United States	RELIZEN	App 86000729	Reg 4569774
Canada	relizen 	App 1737224	Reg TMA963391
Canada	SERENOL	App 1737225	
Canada		App 1737226	
Canada	RELIZEN	App 1659017	Reg TMA911272
European Union	SERENOL	App 14782791	Reg 14782791

European Union	 Serenol	App 14362677	Reg 14362677
European Union	relizen 	App 14340335	Reg 14340335
European Union	RELIZEN	App 14340327	Reg 14340327