

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richard J Ramstad		01/07/2019	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	LaCore Enterprises, LLC		
Street Address:	901 Sam Rayburn Highway		
City:	Melissa		
State/Country:	TEXAS		
Postal Code:	75454		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5405676	KETO UP	
Registration Number:	5407598	KETO UP	
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>			
Email:	trademark@fbfk.law		
Correspondent Name:	Kelly Kubasta		
Address Line 1:	2500 Dallas Parkway		
Address Line 2:	Suite 600		
Address Line 4:	PLANO, TEXAS 75093		
NAME OF SUBMITTER:	Kelly Kubasta		
SIGNATURE:	/Kelly Kubasta/		
DATE SIGNED:	03/01/2019		
Total Attachments: 5			
source=noreply@lacorelabs.com_20190228_174951_Redacted#page1.tif			
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OP \$65.00 5405676

Trademark Assignment and Purchase Agreement

This Trademark Assignment and Purchase Agreement (this "Agreement") is made effective as of January 07, 2019 between Richard J. Ramstad, DBA KETO UP, and DBA Car Dip Mn, of 125 3rd St. NW, Osseo, Minnesota 55369 and LaCore Enterprises, LLC., of 901 Sam Rayburn Highway, Melissa, Texas 75454.

In this Agreement, the party who owns and is selling the property will be referred to as "Seller", and the party who is purchasing the property will be referred to as "LaCore".

The parties agree as follows:

ASSIGNMENT OF OWNERSHIP OF THE TRADEMARKS. Seller owns "Keto Up" Registered Trademarks Nos. 5,405,676 (Exhibit A attached hereto) and 5,407,598 (Exhibit B attached hereto). The 676 mark consists of stylized capital wording "KETO UP" in red, with the letters "E" and "T" in "Keto" connected at the top. The letter "U" has red up arrow on the left side of the letter. The 598 Mark consists of standard characters without claims to a particular font style, size or color. ("Trademarks"). In accordance with this Agreement, Seller hereby conveys, assigns, transfers, and delivers right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof. More particularly, LaCore is the successor to all intellectual property rights relating to certain product lines of Seller, thus to the extent any of the Trademarks in Exhibit A are currently-pending intent-to-use trademark applications, this assignment is to a successor to the portion of the business of Assignor to which the Trademarks pertain, as permitted by TMEP § 501.01(A). Furthermore, Seller agrees to take steps necessary to record this transfer or assignment of ownership of the Trademarks with the United States Patent and Trademark Office.

TRANSFER OF OWNERSHIP IN KETO UP URLS. In addition to the Trademarks, Seller shall also convey, transfer and deliver all rights to the "Ketoup.com" and "Ketoup.us" Uniform Resource Locators ("URL(s)") to LaCore immediately and without limitation.

TRANSFER OF OWNERSHIP OF KETO UP INVENTORY. Seller also conveys to LaCore all ownership interests in Keto Up "Inventory", [REDACTED], immediately and without limitation.

CONSIDERATION. LaCore will pay to Seller a onetime purchase price of [REDACTED] for the Trademarks, URLs and Inventory upon the execution of this Agreement.

QUALITY CONTROL AND APPROVAL. Seller understands and agrees that an essential condition of this Agreement is the protection of the high reputation to be enjoyed by LaCore in the Trademarks, and that, in keeping with that condition, any and all use of the Trademarks by Seller shall cease upon the execution of this Agreement.

DEFAULTS. If LaCore fails to abide by the obligations of this Agreement, including the obligation to pay when due, Seller shall have the option to cancel this Agreement by providing 5 days written notice to LaCore. LaCore shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

OWNERSHIP OF TRADEMARKS AND PROTECTION OF RIGHTS. Upon the execution of this Agreement and the payment of Consideration, Seller acknowledges and agrees that LaCore owns all rights, title, and interest in and to the Trademarks, URLs and Inventory as described herein, and Seller will not challenge in any court of law or in any other manner the validity of the Trademarks or LaCore's exclusive ownership of the Trademarks. Seller will work with LaCore to file all necessary paperwork to record the transfer or assignment of ownership with the United States Patent and Trademark Office. Seller will not attempt to register the Trademarks, alone or as part of its own service marks, trademarks, or trade names, in the U.S. or with any other governmental entity anywhere in the world. Except as expressly authorized by LaCore in writing, Seller shall not use the Trademarks or any similar Trademarks as, or as part of, a trademark, service mark, trade name, fictitious name, company or corporate name, or Internet domain name anywhere in the world. Seller shall not object to LaCore's immediate use and enjoyment of the Trademarks, URLs or Inventory.

ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

WARRANTIES. Seller warrants ownership of the Trademarks and other property described in this Agreement and all the information contained in Exhibit A herein is correct. Further Seller warrants that no one else has right to the Trademarks and other property described herein. Lastly Seller warrants that the property, including the Trademarks are free of any known encumbrances or disputes and are not the subject of any claims for infringement or other claims from third parties.

INDEMNIFICATION. The Seller shall indemnify LaCore from any third-party claim or cause of action arising prior to date of transfer per this Agreement, alleging an authorized use of the Trademark(s) in the U.S. infringes or otherwise violates any copyright, trademark or other proprietary right of a third party.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

CONFIDENTIALITY. Each party shall keep the specific terms of this Agreement confidential, including the financial terms.

AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

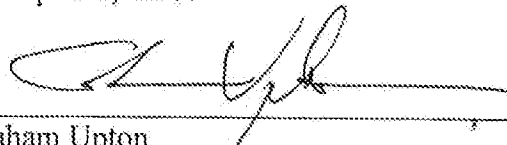
APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

SIGNATURES. This Agreement shall be signed on behalf of LaCore by Graham Upton, its General Counsel, and on behalf of Seller by Richard J. Ramstad, its Principal.

Seller: Richard J. Ramstad, DBA KETO UP and DBA Car Dip Mn


Richard J. Ramstad
Principal

LaCore Enterprises, LLC.

By: 
Graham Upton
General Counsel

Ex. A

United States of America
United States Patent and Trademark Office

KETO UP

Reg. No. 5,405,676

Registered Feb. 20, 2018

Int. Cl.: 1

Trademark

Principal Register

Ramstad, Richard J. (UNITED STATES INDIVIDUAL), DBA KETO UP
125 3rd St Nw
Osseo, MINNESOTA 55369

CLASS 1: Diagnostic reagents for in vitro use in biochemistry, clinical chemistry and microbiology

FIRST USE 3-1-2017; IN COMMERCE 3-1-2017

The color(s) Red is/are claimed as a feature of the mark.

The mark consists of the stylized capital wording "KETO UP" in red. The letters "E" and "T" in "KETO" are connected at the top. The letter "U" has a red up arrow on the left side of the letter. All instances of white indicate background or transparent areas and are not part of the mark.

No claim is made to the exclusive right to use the following apart from the mark as shown:
"KETO"

SER. NO. 87-495,148, FILED 06-19-2017



Andrew L. Han

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 006578 FRAME: 0124

Ex. B

United States of America

United States Patent and Trademark Office

KETO UP

Reg. No. 5,407,598

Registered Feb. 20, 2018

Int. Cl.: I

Trademark

Principal Register

Richard J Ramstad (UNITED STATES INDIVIDUAL), DBA Car Dip Mn
125 3rd St Nw
125 3rd St Nw
Osseo, MINNESOTA 55369

CLASS 1: Diagnostic reagents for in vitro use in biochemistry, clinical chemistry and microbiology

FIRST USE 3-1-2017; IN COMMERCE 3-1-2017

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:
"KETO"

SER. NO. 87-569,504, FILED 08-15-2017



Andrew Iannone

Director of the United States
Patent and Trademark Office