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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM594081

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cenestra, LLC		08/19/2020	Limited Liability Company: CONNECTICUT

#### **RECEIVING PARTY DATA**

Name:	Omax Health, Inc.	
Street Address: 2601 Ocean Park Blvd		
Internal Address:	Suite 214	
City:	Santa Monica	
State/Country:	CALIFORNIA	
Postal Code:	90405	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3641598	OMAX
Registration Number:	3325360	OMAX3
Registration Number:	4895920	THE OMEGA-3 CHALLENGE
Registration Number:	3238453	THE ULTRA-PURE OMEGA-3 SUPPLEMENT
Registration Number:	4244552	THE ULTRA-PURE OMEGA-3 SUPPLEMENT
Registration Number:	3924753	THE FREEZER TEST

# CORRESPONDENCE DATA

**Fax Number:** 2029425999

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:** 2029426989

**Email:** john.rynkiewicz@arnoldporter.com

Correspondent Name: John P. Rynkiewicz

Address Line 1: 601 Massachusetts Ave., NW Address Line 4: Washington, D.C. 20001

NAME OF SUBMITTER:	John P. Rynkiewicz
SIGNATURE:	/John P. Rynkiewicz/
DATE SIGNED:	08/25/2020

TRADEMARK REEL: 007033 FRAME: 0620

# **Total Attachments: 5**

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TRADEMARK REEL: 007033 FRAME: 0621

#### TRADEMARK ASSIGNMENT

WHEREAS, Cenestra, LLC (a Connecticut limited liability company), with an address at 234 Church Street, Ste. 302 New Haven, Connecticut 06510 ("Assignor"), is the owner of the trademarks and registrations identified in the attached Schedule A ("Trademarks");

WHEREAS, Omax Health, Inc. (a Delaware corporation), with an address at 2601 Ocean Park Blvd., Suite 214, Santa Monica, California 90405 ("Assignee"), is acquiring the Trademarks from Assignor pursuant to the Settlement Agreement, dated as of August 19, 2020, executed by Assignor and Assignee, among other parties (the "Agreement");

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions set forth in the Agreement, Assignor hereby transfers and assigns to Assignee all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks.

The rights transferred by this assignment include the right to bring all legal actions related to the Trademarks, including actions for any infringement, no matter whether the infringement occurred before or after the assignment, and the right to recover damages for such infringement.

IN WITNESS WHEREOF, the Assignor has executed this instrument on this  $\underline{19th}$  day of August, 2020

CENESTRA, LLC (Assignor)

By: Name: Dr. Vladimir Coric

Name: Dr. Vladimir Coric

Title: Manager

Name: Dr. Seth Feuerstein

Title: Manager

Name: Dr. Louis Sanfilippo

Title: Manager

#### TRADEMARK ASSIGNMENT

WHEREAS, Cenestra, LLC (a Connecticus limited liability company), with an address at 234 Church Street, Ste. 302 New Haven, Connecticut 06510 ("Assignor"), is the owner of the trademarks and registrations identified in the attached Schedule A ("Trademarks");

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of A

	IN WITNESS WHEREOF, the Assignor has executed this instrument on this	19th day
ingust, 20	CENESTRA, LLC (Assignor)	
	<b>3</b> y:	
	Name: Dr. Vladimir Coric	******************
	Title: Manager	
	Name: Or. Seth Feuerstein	
	Title: Manager	
	BY:	
	Name: Dr. Louis Sanfilippo Title: Manager	

3

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#### TRADEMARK ASSIGNMENT

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IN WITNESS WHEREOF, the Assignor has executed this instrument on this <u>19th</u> day of August, 2020

CENESTRA, LLC (Assignor)

By:	
V	Name: Dr. Vladimir Coric
	Title: Manager
By:	
	Name: Dr. Seth Feuerstein
	Title: Manager
Ву:_	Har Maller
	Xame: Nr. Louis Sanfilippo
	Title: Manager

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OMAX HEALTH, INC. (Assignce)

By AR Name: DAVID E. HEILMAN Title: CHIEF FINANCAL GATCU

2

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**TRADEMARK REEL: 007033 FRAME: 0625** 

#### **SCHEDULE A**

# **Trademark Registrations**

#### **United States**

- 1. OMAX (U.S. Reg. No. 3641598)
- 2. OMAX3 (U.S. Reg. No. 3325360)
- 3. THE OMEGA-3 CHALLENGE (U.S. Reg. No. 4895920)
- 4. THE ULTRA-PURE OMEGA-3 SUPPLEMENT (U.S. Reg. No. 3238453)
- 5. THE ULTRA-PURE OMEGA-3 SUPPLEMENT (U.S. Reg. No. 4244552)
- 6. THE FREEZER TEST (U.S. Reg. No. 3924753)

#### United Kingdom

1. OMAX3 (United Kingdom Reg. No. 2441085)

# Common Law OMAX Trademark Rights

(limited to pharmaceutical preparations for the treatment of heart disease, central nervous system disease, inflammatory disease, and related cardiovascular diseases and dietary supplements containing Omega-3 fatty acids, Omega-6 fatty acids, or other fatty acids)

- 1. OMAX
- 2. OMAX3
- 3. The Ultra-Pure Omega-3 Supplement.
- 4. Omax3
- 5. Omax
- 6. Any other marks and names containing OMAX or any of the names listed in 1-5 above.

TRADEMARK REEL: 007033 FRAME: 0626

**RECORDED: 08/25/2020**