

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arcadia Consumer Healthcare, Inc.		10/14/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Naturelo Premium Supplements LLC		
Street Address:	440 US 22, Suite 210		
City:	Bridgewater		
State/Country:	NEW JERSEY		
Postal Code:	08807		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5813086	FROM NATURE WITH LOVE	
Registration Number:	5122476	NATURELO	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	36385.37		
NAME OF SUBMITTER:	Vanessa A. Ignacio		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	10/26/2020		
Total Attachments: 5			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment") is made as of October 14, 2020, by and between Arcadia Consumer Healthcare, Inc., a Nevada corporation ("Assignor") and Naturelo Premium Supplements LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee shall be referred to herein collectively as the "Parties" and each, a "Party." Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of October 14, 2020, by and among Assignor, Naturelo Premium Supplements Inc., a British Columbia corporation ("Seller"), and certain other parties thereto, Assignor purchased from Seller, and Seller sold to Assignor certain assets, including all rights, title and interests in and to the Marks listed on Schedule A hereto (the "Assigned Marks");

WHEREAS, Assignee is a direct wholly-owned subsidiary of Assignor;

WHEREAS, pursuant to that certain Contribution Agreement by and between Assignor and Assignee, dated as of the date hereof, Assignor contributed all of the Purchased Assets, excluding the Units, and Assumed Liabilities to Assignee;

WHEREAS, Assignor desires to assign, transfer, deliver and convey to Assignee, and Assignee desires to receive all rights, title and interests in and to the Assigned Marks;

WHEREAS, it is intended that the Assignment shall be treated for U.S. federal income tax purposes as a transaction described under Section 351 of the U.S. Internal Revenue Code of 1986, as amended, and any comparable provision of state or local law; and

WHEREAS, Assignor and Assignee desire to effect the consummation of the assignment, transfer, delivery and conveyance to Assignee of the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, Assignor does hereby agree with Assignee as follows:

1. Assignment of Assigned Marks. Assignor, on its own behalf and on behalf of its Affiliates, hereby sells, assigns, conveys, delivers and transfers to Assignee all of Assignor's rights, title and interests in and to the Assigned Marks, including all of the following rights related to or arising from the Assigned Marks: (a) common law rights, (b) benefits, privileges, causes of action, and remedies, (c) the right to apply for and maintain all registrations and renewals thereof, (d) the right to bring actions for past, present and future infringement, dilution, or other violation thereof, (e) the right to grant licenses or other interests therein, and (f) the right to receive all income, royalties or payments due or payable. The foregoing includes, and Assignor hereby assigns, sells and transfers to Assignee, all goodwill connected with the use of and symbolized by the Assigned Marks.

2. Authorization. Assignor authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable, to record Assignee as the assignee and owner of the Assigned Marks.
3. Further Cooperation. Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption and take such other action as may reasonably be necessary to evidence, perfect or consummate Assignee's ownership of the Assigned Marks.
4. General. Sections 9.1, 9.2, and 9.4 through 9.20 of the Purchase Agreement apply to this Agreement *mutatis mutandis* and are incorporated by reference herein.
5. Defined Terms. Capitalized terms used but not defined herein have the meanings set forth in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.


ASSIGNEE:

NATURELO Premium Supplements LLC

By: 
Name: Michael DeBiasi
Title: President and Chief Executive Officer

ASSIGNOR:

ARCADIA CONSUMER HEALTHCARE, INC.

By: 
Name: Michael DeBiasi
Title: President and Chief Executive Officer

SCHEDULE A

TRADEMARKS

Trademark	Country	Appl. No.	Appl. Date	Reg. No.
FROM NATURE WITH LOVE	Canada	1939998	10-JAN-2019	
FROM NATURE WITH LOVE	US	88255642	09-JAN-2019	5813086
NATURELO	Canada	1782431	16-MAY-2016	TMA976399
NATURELO	US	87037419	15-MAY-2016	5122476
NATURELO	International Register			1461812
NATURELO	International Register (Australia)			1461812
NATURELO	International Register (China)			1461812
NATURELO	India	4153721	28-FEB-2019	
NATURELO	International Register (India)			1461812
NATURELO	International Register (Japan)			1461812
NATURELO	International Register (South Korea)			1461812
NATURELO	International Register (Russian Federation)			1461812
NATURELO	International Register (Singapore)			1461812
	Indonesia	DID2019058919	05-OCT-2019	

DOMAIN NAMES:

naturelo.ca
naturelo.com
naturelo.net
naturelo.org
naturelo.us

SOCIAL MEDIA ACCOUNTS:

facebook.com/NatureloSupplements
youtube.com/c/NATURELOPremiumSupplements
twitter.com/naturelo
instagram.com/naturelosupplements
pinterest.com/naturelosupplements

E-COMMERCE PLATFORM ACCOUNTS:

1. amazon.com
2. amazon.ca
3. amazon.co.uk
4. amazon.com.au
5. amazon.ae
6. amazon.sa
7. amazon.jp
8. ebay.com
9. walmart.com

GS1 Company Prefix: 0850010271 (Entity GLN: 0850010271002; UPC Prefix: 850010271)