

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONDELEZ GLOBAL LLC		08/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DIABETES LIFE COACH, LLC		
Street Address:	415 E Market Street		
Internal Address:	Suite 101		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4530967	THRIVE 365	
CORRESPONDENCE DATA			
Fax Number:	6152515551		
<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:	502-568-0225		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Cynthia Stewart c/o Frost Brown Todd LLC		
Address Line 1:	400 W. Market Street		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Cynthia L. Stewart		
SIGNATURE:	/Cynthia L. Stewart/		
DATE SIGNED:	11/11/2020		
Total Attachments: 4			
source=2. Assgn- MONDELEZ GLOBAL LLC to DIABETES LIFE COACH, LLC#page1.tif			
source=2. Assgn- MONDELEZ GLOBAL LLC to DIABETES LIFE COACH, LLC#page2.tif			
source=2. Assgn- MONDELEZ GLOBAL LLC to DIABETES LIFE COACH, LLC#page3.tif			

OP \$40.00 4530967

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into as of May __, 2019 between MONDELEZ GLOBAL LLC, AS SUCCESSOR TO MONDELEZ THRIVE INVESTMENT LLC, a Delaware limited liability company and INTERCONTINENTAL GREAT BRANDS LLC (collectively "Mondelez") and THRIVE 365 INTERNATIONAL, INC., a Delaware corporation ("Thrive"), (collectively, Mondelez and Thrive shall be referred to herein as "Assignor"), and DIABETES LIFE COACH, LLC, a Kentucky limited liability company ("Assignee").

RECITALS

WHEREAS, the parties desire to enter into this Assignment, pursuant to which Assignor desires to assign and transfer to and confirm in Assignee Assignor's entire right, title and interest in and to the Trademarks and Patents (as defined below), all in connection with a Contribution Agreement, dated December 31, 2018, entered into by and among THRIVE 365 USA, INC., THRIVE 365 INTERNATIONAL, INC. and Assignee (the "Contribution Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee agree as follows:

AGREEMENT

TRADEMARKS

1. Assignor hereby assigns and transfers to Assignee all of such Assignor's right, title and interest in and to all trademarks listed on Schedule A to this Assignment (the "Trademarks"), together with the goodwill of the business that is symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Assignee hereby accepts the foregoing assignment.

3. Assignor agrees to cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that such Assignor take to effectuate, carry out, or fulfill the parties' intent and/or such Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

PATENTS

4. Assignor hereby assigns and transfers to Assignee all of such Assignor's right, title and interest in and to all patents listed on Schedule A to this Assignment, together with

any related inventions, developments, technology and trade secrets, including but not limited to the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name (the "Patents").

5. Assignee hereby accepts the foregoing assignment.

6. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that such Assignor take to effectuate, carry out, or fulfill the parties' intent and/or such Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

MISCELLANEOUS

7. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

8. This Assignment may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. This Assignment and the Contribution Agreement constitute the entire agreement among the parties and supersede all prior agreements, representations and warranties, if any, made with respect to the subject matter addressed in this Assignment. There are no other agreements, conditions or representations, oral or written, expressed or implied with regard to this Assignment. This Assignment may be amended only in a writing signed by both parties.

The remainder of this page is intentionally left blank. Signature pages follow.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it to be effective as of the date set forth above.

ASSIGNOR
MONDELEZ GLOBAL LLC AS SUCCESSOR
TO MONDELEZ THRIVE INVESTMENT
LLC

By: [Signature]
Name: JONAS BAUZAS
Title: VP
Date: 7/26/2016

ASSIGNOR
INTERCONTINENTAL GREAT BRANDS
LLC BY ITS ~~OLD~~ MEMBER
INTERCONTINENTAL GLOBAL LLC

By: [Signature]
Name: JONAS BAUZAS
Title: MANAGER / VP
Date: 7/26/2016

ASSIGNOR
THRIVE 365 INTERNATIONAL, INC.

By: Robert Saunders
Name: Robert Saunders
Title: Chief Executive Officer
Date: _____

ASSIGNEE
DIABETES LIFE COACH, LLC

By: [Signature]
Name: Kirk Howell
Title: Founder/CEO
Date: 8-9-19

SCHEDULE A

Trademarks

Mark	Class	Reg. #	Reg. Date	Maintenance and Renewal Dates
THRIVE365 (Mondelēz Thrive Investment LLC is owner of record at USPTO)	44	4,495,047	March 11, 2014	Section 8 & 15 Affidavit due March 11, 2019 – March 11, 2020; Renewal due March 11, 2023-March 11, 2024
THRIVE365 (and Design) (Mondelēz Thrive Investment LLC is owner of record at USPTO)	44	4,530,967	May 13, 2014	Section 8 & 15 Affidavit due May 13, 2019 – May 13, 2020; Renewal due May 13, 2023-May 13, 2024

Patents

U.S. Patent No. 8,920,175, issued December 30, 2014, Method and apparatus for identifying dietary choices (Thrive 365 International, Inc. is owner of record).